

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

Wednesday, March 23, 2016

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

VISION

South Monterey County Joint Union High School District is a progressive academic learning community that is committed to life-long educational success

MISSION

South Monterey County Joint Union High School District inspires and empowers all students with the knowledge and skills necessary to achieve their full potential to succeed as responsible and productive citizens

BOARD OF EDUCATION

Paulette Bumbalough - President
Joe Santibanez - Clerk
Mike LeBarre - Member
David Gaboni – Member
Paul Dake – Member

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Ramon Fragoso - GHS ASB President

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 COMMENT

PUBLIC COMMENT: *The public may address the Board regarding general school district topics or a specific agenda item. The person wishing to speak is asked to complete a Request to be Heard Form prior to the meeting, indicating whether they wish to address a non-agenda item or a specific item and present it to the Executive Assistant. This is an opportunity to address the Board when that item is acted upon. Unless otherwise determined by the Board/State Administrator, each person is limited to 3 (three) minutes. If a large number wish to speak on a specific item, there is a limit of 20 minutes total input on an item. For matters that are not listed on the agenda, the Board may refer the matter to the Superintendent or designee, or take it under advisement, but shall not take action at that time except as allowed by law. El público puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos generales o a asuntos especificados en la agenda. La persona que quiera hablar debe de pedir la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un tema de la agenda o algún otro asunto y presentarlo a la Secretaría de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se esté llevando acabo. A menos que se determine de otra manera por el Administrador de el Estado, cada persona tiene un máximo de 3 minutos para hablar. Se hay muchas personas que quieran hablar sobre un asunto específico entonces habrá un limite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.*

F. REPORT FROM STATE ADMINISTRATOR

G. APPROVAL OF AGENDA

H. EMPLOYEE ORGANIZATIONS

I. CONSENT AGENDA

1. Approval of Minutes: February 16, February 24, and March 8, 2016 (Pages 1-22)
2. Approval of Personnel Report Dated March 23, 2016 (*Claudia Arellano, Sr. Director Human Resources*)
3. Approval of Accounts Payable Warrants – February 2016 (*Duane Wolgamott, CBO*) (Pages 23-31)
4. Approval of Purchase Orders – February 2016 (*Duane Wolgamott, CBO*) (Pages 32-35)
5. Approval of Williams Quarterly Report (*Claudia Arellano, Sr. Director Human Resources*) (Pages 36-37)

J. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

K. INFORMATION ITEMS

1. Curriculum and Instruction Update (*Diana Jimenez, Director of Educational Services*)
2. School Enrollment, Attendance, and Referrals Statistics (*Duane Wolgamott, CBO*) (Pages 38-54)
3. Revenue and Expense Report for 2015-16 (*Duane Wolgamott, CBO*) (Pages 55-62)
4. Cash Flow Summary Report for 2015-16 (thru February 2016) (*Duane Wolgamott, CBO*) (Pages 63-76)
5. Consolidated Application Report (*Duane Wolgamott, CBO*) (Pages 77-123)
6. State of California Cal-Card Purchasing Card Program (*Duane Wolgamott, CBO*) (Page 124-141)
7. PG & E and Tree Removal Along Mildred Street (*Diane Miller, Director MOTF*) (Pages 142-143)
8. Williams Facility Report – Greenfield High School (*Diane Miller, Director of MOTF*) (Pages 144-148)
9. Board Policies – First Reading (*Daniel Moirao, Ed.D., State Administrator*) (Pages 149-247)
 - E 1330 – Use of School Facilities
 - BP 3270 - Sale and Disposal of Books, Equipment and Supplies (revised)
 - AR 3270 - Sale and Disposal of Books, Equipment, and Supplies (revised)
 - BP 3300 – Expenditures and Purchases

- AR 3311 - Bids (revised)
- AR 3512 - Equipment (revised)
- AR 4112.23 - Special Education Personnel (new)
- BP 4154, 4254, 4354 - Health and Welfare Benefits (revised)
- AR 4154, 4254, 4354 - Health and Welfare Benefits (revised)
- AR 5112.2 - Exclusions from Attendance (revised)
- AR 5125 - Student Records (revised)
- BP 5141.31 - Immunizations (new)
- AR 5141.31 - Immunizations (new)
- BP 6177 - Summer Learning Programs (revised)
- BP 6190 - Evaluation of the Instructional Program (new)

L. ACTION ITEMS

1. Approval of Contract with Assetworks for Fixed Asset Management Services (*Duane Wolgamott, CBO*) (Pages 248-259)
2. Approval of Contract with Dolinka Group for a Developer Fee Justification Study and the 2016-2017 Annual and Five Year Report on Developer Fees (*Duane Wolgamott, CBO*) (Pages 260-275)
3. Approval of Consulting Agreement with Upper Hand Athletics (*Daniel Moirao, Ed.D., State Administrator*) (Pages 276-281)
4. Approval of MOU with Systems Leadership Collaborative (*Daniel Moirao, Ed.D., State Administrator*) (Pages 282-284)
5. Approval of Internship Contract Agreement with Brandman University (*Daniel Moirao, Ed.D., State Administrator*) (Pages 285-296)
6. Approval of 2016-2017 School Calendar (*Daniel Moirao, Ed.D., State Administrator*) (Pages 297-298)
7. Approval of Surplus Books from Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 299-300)
8. Approval to Surplus Tables from King City High School (*Diane Miller, Director of MOTF*) (Pages 301-303)
9. Board Policies – Second Reading (*Daniel Moirao, Ed.D., State Administrator*) (Pages 304-352)
 - AR 4032 - Reasonable Accommodations (revised)
 - BP 4119.11- Sexual Harassment (revised)
 - BP 5117 - Interdistrict Attendance (revised)
 - BP 5123 - Promotion, Acceleration, Retention (revised)
 - BP 6142.1 - Sexual Health and HIV Aids Prevention Instruction (new)
 - AR 6142.1 - Sexual Health and HIV Aids Prevention Instruction (new)
 - BP 6142.92 - Mathematics Instruction (new)
 - BP 6146.1 - High School Graduation Requirement Standards of Proficiency (revised)
 - BP 6152.1 - Placement in Mathematics Courses (new)
 - BP 6173 - Education for Homeless Children (revised)
 - AR 6173 - Education for Homeless Children (revised)
 - AR 6173.1 - Education for Foster Youth (revised)
 - BP 6179 - Supplemental Instruction (revised)
 - BB 9150 - Student Board Members (revised)

M. PROMOTING DISTRICT

N. FUTURE AGENDA ITEMS/MEETING DATES

- April 19, 2016 - Board Study Session – King City
- April 20, 2016 – Regular Board Meeting - King City
- May 17, 2016 - Board Study Session – King City
- May 18, 2016 – Regular Board Meeting – Greenfield High School
- June 15, 2016 – Regular Board Meeting – King City
- June 21, 2016 - Board Study Session – King City

July 19, 2016 – Board Study Session (if needed) – King City
July 20, 2016 – Regular Board Meeting (if needed) – Greenfield High School
August 16, 2016 - Board Study Session – King City
August 17, 2016 – Regular Board Meeting – King City
September 20, 2016 - Board Study Session – King City
September 21, 2016 – Regular Board Meeting – Greenfield High School
October 18, 2016 - Board Study Session – King City
October 19, 2016 – Regular Board Meeting – King City
November 15, 2016 - Board Study Session – King City
November 16, 2016 – Regular Board Meeting – Greenfield High School
December 14, 2016 – Regular Board Meeting – King City
December 19, 2016 - Board Study Session – King City

O. SIGNING OF PAPERS

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

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

Wednesday, March 23, 2016 (ADDENDUM)

Greenfield High School - Library
225 S. El Camino Real
Greenfield, CA 93930

CLOSED SESSION: 5:30 PM

E. Negotiations with Unrepresented Employee: Superintendent (*Agency
Negotiator: Board President*)

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

Tuesday, February 16, 2016

Minutes

BOARD OF EDUCATION

Paulette Bumbalough – President - Present
Joe Santibanez – Clerk - Present
Mike LeBarre – Member - Present
David Gaboni – Member - Present
Paul Dake – Member - Present

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 5:30 PM.

Flag Salute

Paulette Bumbalough led in the flag salute.

Public Comment

There were not any comments from the public.

ACTION

Swearing in of Appointed Board Member Paul Dake

Dr. Moirao administered the oath of office to Paul Dake.

INFORMATION

Presentation from Leadership Associates

Dr. Moirao said he received a call from Leadership Associates today, they are withdrawing their proposal due to commitments with other districts.

This evening two consulting firms will be giving presentations. Dr. Moirao added a decision does not need to be made this evening of the firm the Board would like to designate for the superintendent search. However, that option has been posted should the Board decide to make that decision tonight.

Dr. Moirao said the first presentation will be from Hazard, Young, Attea and Associates.

Presentation from Hazard Young and Attea

Paulette Bumbalough suggested if any board member has a specific question for one consultant, that same question should be asked of the second firm.

Dr. Diana Siri said she is representing Hazard Young and Attea. She will give a brief listing of her background in education. She was a teacher, principal, and County Superintendent Schools of Santa Cruz County.

Dr. Siri said her presentation will be why the Board should consider her firm over others they may be considering for the superintendent search.

She said they have four phases. The first is the planning meeting. The candidates will be screened, interviewed, and the selection should be made in May. The second phase is the

leadership profile. They will interview board members, administration, leaders of the bargaining units, parents, and stakeholders. They will be asking for issues and problems. The third phase is the advertising and prescreening. They do the recruitment, prescreening, and online survey to gather information. The final phase is your selection and hiring of the superintendent.

Their recommendation would be to do a confidential search. This is the most common one used. This would mean it is all done by the Board. Another option is a community search; most Boards prefer the confidential search.

HYA customizes the search for the district. If you have something that is essential it will be incorporated, and done in the planning meeting.

Mike LeBarre said his preference is confidential. Dr. Siri said their firm will interview all of the Board members, district administration, principals, and leaders of the bargaining units. They will hold an open meeting at each site as well as night community meetings. Their firm will compile a list of the top candidates, but the Board may ask for others, there will be an online survey as well. Student groups are also interviewed.

Paulette Bumbalough said she wanted to clarify if they reviewed all of the applications. Dr. Siri responded yes, they will also share them with the Board. They will be doing the screening and talk to the candidates to see if the candidate's experience is a match, and if the leadership profile is what we want. They will recommend the strongest candidates, they screen the top candidates, but the Board can go off of the list if there is a particular candidate they want to consider. Their firm has a Tier I and Tier II category.

Paulette Bumbalough said she cannot seem to find a resume on Dr. Carolyn McKennan. Dr. Siri apologized the information was not included in their packet. She will make sure to email the information to Dr. Moirao.

She said Dr. McKennan, came from Montana, she has worked in the San Luis Obispo area, Santa Cruz and Morgan Hill. She was a superintendent for 14 years, she is the West Coast Regional President for the firm.

Paulette Bumbalough asked how will their firm promote what is different from our district than other districts. Dr. Moirao added how you will find candidates and share with them where we have been and where we are now.

Joe Santibanez asked have you ever represented a district that was in a State Receivership situation. The response was yes, she herself was a County Superintendent in Santa Cruz when the Pajaro district came under State Receivership. It was very challenging. FCMAT was not in place at that time. She had to implement AB1200 several times in the district.

She said the recruitment is very important, they do the traditional venues. They are in the district 4 days. The question was asked what characteristics do they look for. The response was someone who is looking for opportunities.

David Gaboni inquired how in depth are their background checks. The response was, they have 2 phases. First they call the references the applicants list on their application. After those individual interviews then all bets are off. They will then contact other staff in their district including the bargaining unit representatives. They also encourage a third level of checks which

includes their credits, and criminal background checks. They ask the candidates, when they do the additional checking, if there is anything in their background they would like to share, anything which may embarrass the Board. This is an opportunity for the candidate to share information. They would like the candidate to share the information up front before the in-depth background checks start. They also hire a private firm to do a background service.

Paulette Bumbalough asked if there is information which is protected from their personnel records which cannot be shared. The response was, if a person was released from their contract there may be a stipulation this information is not shared with other districts. Dr. Siri said a question such as, did you leave on ideal circumstances would be an opportunity for a candidate to share information. Any questionable information would be relayed to the Board to make a judgement call.

Paul Dake asked how their firm would approach this situation of a feeder district going through the process of unification of a high school from our district for their district. She said she dealt with this same situation 3 times in her education career. Two were successful and one was not. The two successful ones were the Soquel School District and the San Juan Aromas District. The one school district which was not successful was the Pajaro Soquel School Districts.

She said their approach is that it would not be part of the advertising. They would work with the district to put together a packet which would be given to applicants which would include the district history, current budget, audit report, staffing, bonds, parcel tax, number of staff, and the unification information. Dr. Moirao added the analysis of the unification report will not be available until July, 2016. Dr. Siri said the firm will be looking for someone who would be excited to be here.

Paulette Bumbalough asked how their firm would handle situations when candidates are looking for a superintendent position in another district. Dr. Siri said in their recruitment information it will indicate the position is open until filled. She said if there is a particular good candidate, and it is known they are looking at other districts they may move up the process. They keep track of each applicant to make sure we do not lose good candidates. When the candidates are interviewed they want to make sure it is a good match for both the candidate and the Board.

Mike LeBarre inquired what opportunities you see is a plus from our district to a candidate. The response was, the fact it is a high school district is a plus. The district has a population with unlimited potential. The candidate should want to undertake the opportunity to deal with any equity and unrepresented students. Another plus for the area is that housing is more affordable in this area as compared to others. They will be looking for a person that is intrigued by the challenges and opportunities.

Dr. Siri said after the first structured formal interview then there should be a second interview which is more open and casual.

The Board thanked Dr. Siri for her time and presentation.

Presentation from Dave Long & Associates

The Board asked Mike Crass why his firm should be selected to conduct the superintendent search.

Mike Crass said his education career started in 1968 when he was a 6th grade teacher, he has also worked in the secondary level for 20 years as principal as well as superintendent. He retired then came out of retirement to take a superintendent position in Mendota for 5 years. He re-retired from that job less than a year ago. He has been with the firm for 9 months.

Mr. Crass said the superintendent search in on the district's time table. The Board will define the qualities and characteristics they desire. Their firm will interview staff, each board member, representatives from the bargaining units, and community members. They will get as many opinions as possible. They will also do telephone interviews.

When the final candidate or candidates are selected they will have professional screeners do the background checks because that is their expertise. They will also do an extensive DMV check.

Once the Superintendent is selected, their firm will be checking back with the new superintendent on a regular basis. They want to offer support to the individual. They do a transition workshop which will cover what the Board's expectation is as well as what the superintendent expects. It is very important for both to be transparent.

Their firm will not recruit superintendents from another district. The Board will see all of the applications, their firm will make recommendations on who they feel would be the best match for the district.

The question was asked how successful they have been when superintendents were selected and hired in the districts they had conducted their superintendent search. Mr. Crass responded 93% of the superintendents are still in the jobs they were placed. Not one of them has been asked to leave.

Mr. Crass added, if the Board reviews Mr. Long's resume they will see it is very impressive, he feels this is one of the reasons they have been so successful in placing the right individual in the right job. He also added, the information provided will show they have a flat fee for all of their services. If within the year a superintendent is not the right match, and is released, their firm will not charge for another superintendent search. They would only charge for their expenses.

Community input sessions will be conducted in both English and Spanish. They will make sure they communicate with the Board on a regular basis.

Mr. Crass said he believes one of the things the district wants is consistency and wants the individual to be here for the long hall. They will be looking for someone who is committed to stay here.

Paulette Bumbalough asked what Mr. Crass' role is from the beginning. His response was, boots on the ground. He would be constantly available throughout the whole process.

Their firm will be developing brochures, talking to the community leaders as well as law enforcement.

Paulette Bumbalough said we have two amazing communities here. She wanted to make sure the consultant who is selected feels the same way. The firm will need to convince the candidate they want to be here.

Mike LeBarre asked what the opportunities Mr. Crass sees in the district and the superintendent. Mr. Crass said first of all the individual would want to take on the challenges. Mr. Crass said he has reviewed our report and knows our demographics.

Joe Santibanez asked if Dave Long & Associates has experienced the type of challenges this district has had to deal with. Mr. Crass responded yes, it is not that unusual. He does not see it as a problem.

Paulette Bumbalough asked if he worked on more than one superintendent search at a time. The response was no.

David Gaboni asked how his firm would entice applicants to apply. Mr. Crass said the size of our district is a plus, it is not too small or too large. This way the superintendent can get to know the staff, students, and community. They would sell it as a great place to live, the progress which has been made and the wonderful things happening in the district, and discuss the opportunities.

Paul Dake asked how their firm would approach the candidates with the unification process which is being pursued from another district, and the fact the district may be cut in half. He said he would be upfront and share this information with the candidates. It is important to be honest.

Paulette Bumbalough wanted to be assured the Board would see the applications. Mr. Crass said they would all be shared. His firm would put them in 3 categories. The first being the strongest and the last being those they felt would not be a good match. They give their advice; the Board would make the decision.

Dr. Moirao asked when it is down to the final candidate, how they find the not so favorable traits about the candidate. The response was they hire a firm to do the in- depth screening. He added they will find a flaw if they look far enough, if there is any.

Paulette Bumbalough asked how wide there advertising would be. Mr. Crass said if they were selected they would start soon. They advertise in the normal areas as well as do recruiting on their own. He questioned if the Board wanted them to search only in California, the response was no. There is caution if you look too far, the candidate may not know about the area or be familiar with the district and the needs. Paulette Bumbalough said she would expect the consultants to also inform the candidates of any pit falls.

Mike LeBarre said it was important to continue to have the ability to be honest with each other. Communication is a two-way street. Mr. Crass said he felt the honest conversations will take place.

Joe Santibanez asked what if the candidate is not a good fit. Have you had to do deal with that before? The response was only once, their firm made a recommendation but the Board decided to stay with the interim superintendent. They have never dealt with a candidate who was selected to be a superintendent and it was not a good match.

Paulette Bumbalough asked who does the verbal reference screening. The response was the professional screeners. They will be talking to individuals the candidate had given as references.

Paulette Bumbalough asked if the professional screeners are good at reading between the lines. The response was yes.

Dr. Moirao asked after the formal interview process, does an informal interview take place. The response was they would encourage the Board to meet the family and in a casual setting.

The Board thanked Mr. Crass for his time and presentation.

ACTION

Selection of Superintendent Search Consultant (if needed)

Dr. Moirao said the Board can give him specific direction or select one of the consultants.

Mike LeBarre said his major concern was the shortness of time Mike Crass has been with the firm, but was impressed Dr. David Long was appointed by Governor Schwarzenegger as the Secretary of Education in March 2007. He said he was disappointed Dr. McKennan, from HYA, did not give the presentation, he would like to have met her.

Mike LeBarre said money wise the contract with Dave Long & Associates seems to be the best and he likes the fact Mr. Crass read our plan and was prepared.

Joe Santibanez said he was in agreement with Mr. LeBarre. He also liked the fact he brought his wife to the meeting, he felt he went the extra mile. He also liked the fact he did his homework and looked up information on the district. The other firm seemed to be a boiler plate. He felt Mr. Crass was more genuine.

David Gaboni said he liked Mr. Crass' presentation and appreciated his investigating in the district and seemed prepared knowing our demographics. He would be in favor of Dave Long & Associates.

Paul Dake said he had not seen the resumes and backgrounds of the others. He has been involved in two superintendent searches in the past. CSBA was used for both he had been involved in, they have a very good program.

The comment was made Dr. Siri was very polished and seemed to have answers for everything, but she did not know King City or the Salinas valley.

Mike Crass was a little more casual and not as polished, the other company seems to be larger.

Dr. Moirao said HYA is very large and does searches for other organizations.

Ms. Cynthia Dake commented. From the view point of a teacher, the Board needs to make sure you will get someone who will stay with you. She felt both presentations were well presented. Dr. Siri stood out to her because of varied educational experiences. Mike Crass has recently retired as a superintendent and is familiar with what is currently happening in education. Since he has not been in the business that long he may be hungrier and go out and really work for the district.

Paulette Bumbalough said she was disappointed Dr. Carolyn McKennan's resume from HYA was not included in the packet. Dr. Moirao said he had contacted the firm and the original date he wanted to have the meeting to interview the consultants they had other commitments and Dr. McKennan would not be able to give the presentation.

Dr. Moirao said he would like to have had Leadership Associated present tonight but they contacted him and informed him they had picked up several other districts for superintendent searches and felt they could not adequately provide their service to us.

Paulette Bumbalough said she liked the idea of having the connection with the actual consultant. She also liked the idea Mr. Crass worked in a smaller district like ours with similar demographics. She felt connected with the company. He also was willing to start the process now. She felt Mr. Crass will do a good job.

Joe Santibanez said he liked the fact his wife came with him.

Paulette Bumbalough felt HYA had a boiler plate contract.

Dr. Moirao said it was important for the consulting firm to follow up with the individual after the superintendent search.

The comment was made HYA has been in the business longer than Dave Long and Associates.

Paulette Bumbalough said Dave Long and Associates did include their contract in the proposal.

Action Item

Mike LeBarre made a motion to enter into a contract with Dave Long and Associates, Joe Santibanez seconded the motion. All Board Members said aye. Dr. Moirao approved the recommendation.

Paulette Bumbalough said it is important for the process to start as soon as possible.

Dr. Moirao said he would contact the firm tomorrow.

Adjournment

Paulette Bumbalough adjourned the meeting at 7:30 P.M.

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

Date

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

Wednesday, February 24, 2016

Minutes

BOARD OF EDUCATION

Paulette Bumbalough – President - Present
Joe Santibanez – Clerk - Present
Mike LeBarre – Member – Present
David Gaboni – Member - Present
Paul Dake – Member - Present

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Chelsea Garcia - KCHS ASB President -
Excused Absence

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 5:28 PM.

Public Comment

There were not any comments from the public. The meeting 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

Paulette Bumbalough called the meeting to order at 6:30 PM.

Flag Salute

Paulette Bumbalough led the flag salute.

Report of Closed Session Actions

Paulette Bumbalough reported the approval of the Personnel Report.

Student Board Member Report

The student was not present to give a report.

Board Member Comment

Paul Dake thanked the Board for giving him the opportunity to serve on the Board. He attended a meeting regarding the Greenfield Union School District and their unification pursuit and process.

David Gaboni said he attended two more Masters in Governance sessions on January 29 and 30 in Sacramento. He went on site visits at King City, Greenfield, and Portola-Butler High Schools. He was also able to attend one of the girls' basketball games at Greenfield High School. He attended several meetings at MCOE.

Mike LeBarre said he can't imagine it is almost March. He was glad to hear 41% of the graduates are attending Hartnell. All of the staffs' hard work is starting to show.

Joe Santibanez said he attended two Masters in Governance trainings on January 29 and 30 as well. He appreciated the training and is looking forward to the rest of the sessions.

Paulette Bumbalough said the graduations are the highlight of the year. She is impressed with our website, she always enjoys seeing the students being featured.

Ms. Bumbalough said last night there was a Rotary event at the Salinas Valley Fairgrounds, there were 4 other local Rotary clubs attending. All of the FFA officers were there to serve except one student. They all spoke eloquently as usual.

Public Comment

There were not any comments from the public.

Report from State Administrator

Dr. Moirao said this is FFA week, each campus is doing things all week. The FFA students present themselves very well and are very articulate.

The GHS WASC team will be arriving on Sunday for their visitation at Greenfield High School.

Dr. Moirao said he sent out a Doodle in which he suggested 2 dates to meet with the consultant who will be doing the superintendent search.

Last Friday was an interesting day. Dr. Moirao said he received a call from Commander Tirado requesting a lockdown of King City and Portola Butler High Schools. King City Police needed to arrest a student who was attending Portola-Butler High School. They originally said the arrest was not going to take place until noon. Dr. Moirao said after a discussion with the police department the timing was changed. They did arrest the student around 10:00 AM. Dr. Moirao said he was distressed on how the situation was handled. He has already had a discussion with Interim Police Chief Tony Sollecito. He is in the process of setting up another meeting with Chief Sollecito and Commander Tirado.

Dr. Moirao distributed a letter from the IBANK. Dr. Moirao said on February 18 he had heard that the Greenfield Union School District had struck a deal with the IBANK. The letter he distributed was dated February 19, he received the letter on February 22, which addresses the district loan. The letter states the IBANK can only discuss the loan situation with South Monterey County Joint Union High School District. The IBANK will work with only the district, not the consulting firm who is working with the Greenfield Union School District. The unification process is complicated because Greenfield High School was used as collateral when the district received the loan.

Paulette Bumbalough said we were aware this process would take longer than what the Greenfield Union School District was anticipating. The consultants from the Greenfield Union School District said they had worked out a deal with the IBANK, this letter contradicts that.

Dr. Moirao said a board study session had been scheduled for March 15. Dr. Moirao said he now has a conflict on his calendar for that date. He was considering having the study session on the Brown Act. He asked if March 14 would work. Paulette Bumbalough said she has scholarship interviews on March 14. Dr. Moirao said he would suggest some alternate dates in the Friday Update.

Dr. Moirao distributed information on completion of Form 700 to each Board member.

Dr. Moirao said our Adult Ed school has 110 students enrolled at King City, there are only 12 enrolled at Greenfield. The registration in King City is now closed. We are thinking we need to publicize the classes more in Greenfield. The course taught at each site is English as a Second Language (ESL).

Dr. James said they have advertised the classes on the Spanish station. He added one of the problems in Greenfield is there are other organizations who provide ESL classes during the day. He understands those individuals will be returning to the work during the day soon. He is anticipating the numbers to increase next month.

Dr. Moirao distributed the revised BB 9310 for the Board members to include in their binders.

We will be putting together a movie for recruiting purposes. There will be a message from students, parents, staff and a separate message from the State Administrator. This film will be a positive message and informing candidates, we are trying to recruit, the reason they should work for us.

Mike LeBarre said he forgot to mention the awesome bench/arbor which is displayed at the entrance to the district office. Dr. Moirao said the KCHS FFA students built it and donated it to the district office.

David Gaboni said he saw an arbor with a swinging bench in the Ag Department at King City High School. Dr. Moirao said the district had a choice of the benches, it was decided the stationary bench would work better at our entrance.

Janet Sanchez-Matos said the arbor with the swing sold for \$3,000 this weekend at the King City Citizen and Business of the Year Dinner at the Salinas Valley Fairgrounds.

Approval of Agenda

Dr. Moirao said he would like to pull action item #5, #6, and #7, which are the safety plans.

David Gaboni said in the safety plans for King City and Greenfield High Schools he would like to see the emergency contact in the front of the document rather than imbedded in the center of the plan. Mr. Gaboni said there was an omission of bomb threats and guns in the King City High School Plan.

Dr. Moirao said there is a template for those items for the entire county.

Paulette Bumbalough said she would like to see the names and contacts posted in the classrooms rather than in the plan. Dr. Moirao said it is best not to advertise those numbers to the public. Dr. Moirao said we are looking at a new phone system which would handle emergencies.

Paulette Bumbalough said she noticed King City High School had a survey but did not see it in the Greenfield High School Plan. She was confused, both of the sites list it as Safety Plans but the one for the district is district emergency preparedness. She would like them all to have the same title.

David Gaboni suggested having the contact person and leave out the individual's name and phone number.

Dr. Moirao approved the consent agenda with the modifications.

Dr. Moirao said only the Board would like to meet in closed session after the board meeting.

Employee Organizations

There were not any individuals from the employee organizations present. Paulette Bumbalough said she would like to have them attend.

CONSENT AGENDA

1. Approval of Minutes: January 19, 2016 and January 20, 2016
2. Approval of Personnel Report Dated February 24, 2016
3. Approval of GHS Prom: A Night in the Bay
4. Approval of Accounts Payable Warrants – January 2016
5. Approval of Purchase Orders – January 2016

Paul Dake and David Gaboni said they would like to pull item #5 from the consent agenda for further Discussion.

Motion made by Paul Dake and seconded by David Gaboni to approve items 1 through 4. All Board members said Aye. Dr. Moirao approved the recommendation.

Consent Items Removed for Comment/Questions

Paul Dake questioned the \$245,000 for PG&E. Duane Wolgamott said this is an open Purchase Order for the school year for utilities. This is an estimate of the PG&E bills for the year.

Joe Santibanez asked if we have looked into a solar system. Dr. Moirao responded yes, we have been working with several agencies.

Paulette Bumbalough asked if there is funding for the solar project. Mr. Wolgamott said we will be receiving half a million dollars over a period of time for the project.

Mike LeBarre said the City of King has an agreement with a solar company, there is no out of pocket money from the city. There is a lease purchase agreement, it would be paid off in 15 years. The city would also receive \$300,000 after the 15 years; they will also be able to sell the power.

David Gaboni asked what the expense was for Lyle Design. Mr. Wolgamott said that was for Prop 39 solar system. He also inquired if the payment to Johnson Electronics was the final payment for the fire alarm. Mr. Wolgamott said it was only a payment, the project has not been completed yet.

Motion made by Joe Santibanez and seconded by Mike LeBarre to approve consent item #5, approval of purchase orders. All Board members said aye. Dr. Moirao approved the recommendation.

INFORMATION ITEMS

Curriculum and Instruction Update

Dr. Moirao said Diana Jimenez was at a workshop this evening, Frank Lynch, principal of Greenfield High School, would give a brief presentation regarding their WASC visit at GHS, which will start on Sunday.

Mr. Lynch distributed the WASC Self Study Report as well at the School-Wide Learner Outcomes (SLO's) to the Board. He added a copy of the SLO's were given to each student, and copies were also posted in the classrooms.

Mr. Lynch distributed the schedule for the WASC visit. He welcomed any of the board members to attend the meetings, as well as on Tuesday afternoon when the team would be giving a brief report and findings.

Mr. Lynch announced the visiting chair had a medical emergency, we were assigned a new chair at the last minute.

Paulette Bumbalough asked who came up with the School-Wide Learner Outcomes Chart. Mr. Lynch responded the staff developed the chart. Ms. Bumbalough felt building off the Bruins name was a great idea.

Joe Santibanez and Mike LeBarre said they would be attending the Sunday afternoon meeting with the team.

Paulette Bumbalough and David Gaboni said they will be attending the exit meeting.

Mr. Lynch said they have events scheduled each day the visit takes place. The first day the band will be playing, the second day the Link Crew and FFA Officers will greet the team, and on the last day ASB will be wearing college shirts.

School Enrollment, Attendance, and Referrals Statistics

David Gaboni questioned the percent of attendance at Portola-Butler during the 7th month. The amount was 104.23%. Mr. Wolgamott said it is based on daily student attendance, not on the ending enrollment numbers. Continuation school also has supplement attendance.

Revenue and Expense Report for 2015-16

Paul Dake asked what Fund 1 was. Mr. Wolgamott said it was for Adult Ed. Dr. Moirao added this is the grant we received to run the program.

The question was asked about Fund 17. The response was, it is our special reserve for economic uncertainty. The Board has requested our reserve percentage be increased to 17%, 3% was not an adequate amount.

Paul Dake asked what Fund 56 was, the response was this is for the loan the district received.

Cash Flow Summary Report for 2015-16 (thru January 2016)

The Board did not have questions on this item.

Students from GHS and KCHS will Visit Colleges in Southern California During Spring Break

Dr. Moirao said this was information for the Board about students who will be traveling out of the area during spring break.

Board Policies – First Reading

BB 9150 - Student Board Members (revised)
AR 4032 - Reasonable Accommodations (revised)
BP 4119.11 - Sexual Harassment (revised)
BP 5117 - Interdistrict Attendance (revised)
BP 5123 - Promotion, Acceleration, Retention (revised)
BP 6142.92 - Mathematics Instruction (new)
BP 6142.1 - Sexual Health and HIV Aids Prevention Instruction (new)
AR 6142.1 - Sexual Health and HIV Aids Prevention Instruction (new)
BP 6146.1 - High School Graduation Requirement Standards of Proficiency (revised)
BP 6152.1 - Placement in Mathematics Courses (new)
BP 6173 - Education for Homeless Children (revised)
AR 6173 - Education for Homeless Children (revised)
AR 6173.1 - Education for Foster Youth (revised)
BP 6179 - Supplemental Instruction (revised)

Mike LeBarre said the Board has worked very hard to make sure our policies are current. He thanked Dr. Moirao for all of his hard work to insure our policies are current and reviewed.

David Gaboni questioned BP 6142.1 which address sexual health and HIV/AIDS prevention instructions. He asked if this could be offered to students before they are seniors. Dr. Moirao said the staff determines when the information is given to the students. Mr. Gaboni said the policy address teaching to 7th through 12th grade. He asked if that could be changed to 9th through 12th grades.

Paulette Bumbalough said this information comes from the state and the assumption is districts are unified.

Paul Dake asked on BP 5123, page 102, which addresses promotions/acceleration/retention there is a reference to CAHSEE. He said he thought the students no longer had to take the test. Dr. Moirao said that was correct, he will make sure that is deleted when the policy is presented as a second reading.

Paulette Bumbalough asked if there are other policies which mentioned CAHSEE. Dr. Moirao said CSBA will be updating the policies and issuing revisions, at that time the changes will be made.

Dr. Moirao said BP 6179, addressing supplemental instruction, has been updated, it is expected this will be eliminated.

ACTION ITEMS

Approval of Educator Effectiveness Spending Plan

Motion made by Mike LeBarre and seconded by David Gaboni to approve the Educator Effectiveness Spending Plan.

Dr. Moirao said this is one-time funding from the state. It is mainly money for professional development for teachers and administration.

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

Approval of SARC Report from Greenfield High School

Dr. Moirao said the Board could approve all of the SARC reports at the same time rather than individually.

Motion made by David Gaboni and seconded by Mike LeBarre to approve all of the site SARC reports.

Dr. Moirao said this is an annual requirement, the template has grown over the years. A lot of the data in the reports has been provided by the state, we insert the narrative. Dr. Moirao said once approved the reports will be posted on our website.

Paul Dake questioned the information on page 181, which is under the Greenfield High School SARC, the number of teachers with full credentials for the 2015-16 is listed as 37, but for the district the number is 81. He said this is a little confusing. Dr. Moirao said the data was provided by the state.

David Gaboni commented our beginning salaries seems a little low compared to the state averages. Dr. Moirao said to keep in mind our first step on the salary schedule is for an individual who only has a Bachelor's Degree.

Paulette Bumbalough inquired if the students at Portola-Butler had an opportunity to take vocational classes. Dr. Moirao said they have online programs. She asked, depending on why the student was at Portola-Butler, could they be allowed to attend elective courses at the comprehensive site.

Dr. Moirao added the students from King City and Greenfield seem to be working well together.

Paulette Bumbalough said she is impressed with the FFA students at both schools.

All Board members approved the SARC reports for King City, Greenfield, and Portola-Butler High Schools. All Board members said aye. Dr. Moirao approved the recommendation.

Approval of SARC Report from King City High School

Motion made by David Gaboni and seconded by Mike LeBarre to approve the SARC Report from King City High School. All Board members said aye. Dr. Moirao approved the recommendation.

Approval of SARC Report from Portola-Butler Continuation High School

Motion made by David Gaboni and seconded by Mike LeBarre to approve the SARC Report from Portola-Butler High School. All Board members said aye. Dr. Moirao approved the recommendation.

Approval of Greenfield High School Safety Plan

This item was pulled from the agenda.

Approval of King City High School Safety Plan

This item was pulled from the agenda.

Approval of District Safety Plan

This item was pulled from the agenda.

Approval of Retroactive Service Agreement with Debora Bell to Furnish Consultant Services

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve the retroactive service agreement with Debora Bell.

Dr. Moirao said we have had to provide additional services to students with special needs. This is an agreement for a specific student for communication services.

Paul Dake asked how many SOP's do we out source. Dr. Moirao said we do all of them. The Speech Language Pathology is done on line.

Joe Santibanez inquired how the online program was doing. Dr. Moirao said the students are doing very well. Some of the parents are having issues with it, but we are seeing success.

David Gaboni commented he recalled last month there was an agreement for another consultant for services for this student. Dr. Moirao said it all depends on the need of the student. We are responsible to provide service to the student until they are 22.

Approval of Sunshine Proposal – CSEA

Motion made by David Gaboni and seconded by Mike LeBarre to approve the sunshine proposal from CSEA.

Dr. Moirao said these are proposals from CSEA to the district. Their contract currently goes through 2017. They are asking to extend these items, but we are not sure the length of time they are requesting. We need to make sure it is something we can afford. When the state was appointed to govern the district their salaries were high and we paid all benefits. A formula had been used which increased their salaries to a level of being out of control. Dr. Moirao said he felt they would be asking for higher salaries. Dr. Moirao added we need to stay financially sound and solvent. Both bargaining units do not want the district to have financial issues again either.

Paulette Bumbalough commented it is good to go through this process now before a new superintendent is hired.

Dr. Moirao said he agreed it would be good to have this taken care of before the new superintendent came on board to allow the individual time to establish a relationship with staff.

Mike LeBarre said he felt we needed to be looking at the additional PERS costs the district will have to cover, next year and beyond.

Mike LeBarre said he had problems with Article 6: Pay and Allowances. PERS will be increasing to 20% in the next several years, which will be very costly to the district. He said he is not in favor of this. We really do not know where we will be in a couple of years. He said he did agree with the profession growth they are requesting. He said it would all depend on the amount being requested and the number of employees.

Dr. Moirao said the districts are working with the Governor. Mr. LeBarre added we received less from LCFF than what the districts are entitled to.

Paul Dake asked if their sunshine proposal can be turned down. Dr. Moirao said yes, but if we do it sends the message we are not willing to work with them.

Paul Dake said his concern is how many years they are proposing.

Dr. Moirao said he has not received any information of the time line.

All Board members said aye except for Mike LeBarre who voted nay. Dr. Moirao approved the recommendation.

Dr. Moirao said he is hearing from the Board they do not want to go down the path we just came out of and wants the district to remain fiscally solvent. He understands this position.

Approval of Sunshine Proposal – KCJUHSDTA

Motion made by Paul Dake and seconded by Mike LeBarre to approve the Sunshine Proposal from the KCJUHSDTA.

Dr. Moirao said, until they are both able to sit down at the table, he does not know where they are coming from.

Paul Dake commented they must be happy with their contract since they are asking only to address salaries and benefits.

Dr. Moirao said they have done some tweaking on the current contract.

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

Approval of Calendar of Board Study Sessions for 2016

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve the Board study session dates for 2016.

Dr. Moirao said already we need to look at the study session scheduled for March 15, he has a conflict on his calendar.

Paul Dake said he has a conflict on several of the dates, Dr. Moirao said adjustment can be made.

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

Approval of Out of State Travel for Migrant Students to Visit Redmond, Washington

Motion made by Joe Santibanez and seconded by Mike LeBarre to approve the out of state travel for migrant students to Redmond, Washington.

Dr. Moirao said some students, who are in the Migrant Program, are being given the opportunity to travel to Redmond, Washington. Even though this trip will be over the spring break the Board needs to approve the out of state trip.

Paul Dake asked if this will be under STEM. Dr. Moirao said it is not under our STEM program, the Migrant Program has their own version.

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

Approval of GHS Surplus Equipment

Motion made by David Gaboni and seconded by Paul Dake to approve the surplus equipment at GHS.

Dr. Moirao said this weight equipment is broken and is no longer being used, and would cost more to repair than what the equipment is worth. Dr. Moirao said this equipment had been donated to the school. We have other equipment in place for student use.

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

Approval of the Donation for Labor and Materials for Re-sodding the KCHS Varsity Baseball Infield

Motion made by Mike LeBarre and seconded by David Gaboni to approve the donation of labor and material for the re-sodding of the KCHS varsity baseball infield.

Dr. Moirao said this is another example of community members stepping up to assist the district.

David Gaboni asked what type of acknowledgement is given to donors. Dr. Moirao responded he sends a thank you letter.

The Board commented it would be nice to have their signatures on thank you letters as well. Dr. Moirao said arrangements can be made for their signatures.

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

Approval of the Greenfield High School Agriculture Department Donation from the Quiedan Company of a 2000 Series Greenhouse

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve the donation to GHS for the greenhouse from Quiedan Company.

Dr. Moirao said this greenhouse is being donated to the Ag Department at GHS. They are working on the process to make sure it is appropriately installed.

Paulette Bumbalough asked if we requested this donation. Daniel Villasenor said the GHS Ag Advisory Committee approached the company. The company wants to promote greenhouses, therefore they made the donation. The question was asked what the composition was of the Ag Committee. Mr. Villasenor responded it is parents from the community.

The comment was made, both high schools have separate Ag Advisory Committees. Mr. Villasenor said the GHS committee sees what the local needs are and then try to help with jobs and careers.

Joe Santibanez asked when the greenhouse would be installed. Mr. Villasenor responded approximately in a week.

Paul Dake said he was not familiar where the Ag farm is at GHS. Mr. Villasenor responded it is behind the Ag building, formerly the shops.

Mike LeBarre asked what the greenhouse would be used for. The response was there currently are planter boxes, the greenhouse would be installed over them.

Approval of the Donation from King City Young Farmers to GHS

Motion made by Joe Santibanez and seconded by Paul Dake to approve the donation from the King City Young Farmers to GHS.

Dr. Moirao said at times the King City Young Farmers have stepped up to help support the Ag program at GHS, this is an example of one of their donations to GHS.

Paulette Bumbalough commented, when an organization wants to donate to a school they are requested to put their donation in writing.

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

Approval of Agreement with Hartnell Community College and the SMCJUHSD (Adult Ed Program)

Motion made by Mike LeBarre and seconded by Paul Dake to approve the agreement with Hartnell College and the district for the Adult Ed Program.

Dr. Moirao said this is the Adult Ed Program which was discussed earlier in the meeting. This agreement is entering into a consortium with Hartnell College. They receive the money and we ask for our allocation.

Paulette Bumbalough said she was pleased we are able to offer the Adult Ed Program again.

Paul Dake said he wanted to verify there is no cost to the district. Dr. Moirao said that was correct.

Considering Electing a Representative to the 2016 CSBA Delegate Assembly

Motion made by Paul Dake and seconded by Mike LeBarre to elect the individual who is on the ballot.

Dr. Moirao said this individual will serve as the Board's representative.

Paulette Bumbalough said she knows this person and fully supports her. She is very sharp and has a lot of experience with school boards.

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

Approval of Revised Contract with Pinnacles Educators, Consultant for Technical Assistance and Coaching Support

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve the revised contract with Pinnacles Educators.

Dr. Moirao said again this is for Special Education to extend services the district cannot provide; it also includes the psychologist.

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

Approval of Agreement with Teter Architects to Provide District Wide Data Network Infrastructure Cabling Upgrades

Motion made by David Gaboni and seconded by Mike LeBarre to approve the agreement with Teter Architects to provide district wide data network infrastructure.

Duane Wolgamott said this could potentially assist the district in their E-rate and communication. We have a bid out to get E-rate funding.

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

Approval of Agreement with Teter Architects for the Closeout of the KCHS Modernization Project

Motion made by Paul Dake and seconded by Mike LeBarre to approve the agreement with Teter Architects for the closeout of the KCHS modernization project.

Dr. Moirao said this is to complete the work and pay the final bills.

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

Approval of Superintendent Search Consulting Firm

Motion made by Mike LeBarre and seconded by Paul Dake to approve the superintendent search consulting firm.

Dr. Moirao said, on February 16, several firms gave a presentation of what they had to offer in a superintendent search. The Board agreed to move forward with Dave Long & Associates. This is the agreement for their services.

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

Approval of Resolution 09:15/16 Non-reelection of Probationary Employees

Motion made by Paul Dake and seconded by Joe Santibanez to approve the non-reelection of probationary employees.

Dr. Moirao said this a process we need to do this time of the year.

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

Board Policies – Second Reading

BP 2121 - Superintendents Contract (revised)
BP 4030 - Nondiscrimination in Employment (revised)
AR 4030 - Nondiscrimination in Employment (revised)
AR 4031 - Complaints Concerning Discrimination In Employment (deleted incorporated into AR 4030)
BP 4121 - Temporary Substitute Personnel (revised)
AR 4261.1 - Personal Illness/Injury Leave (revised)
BP 5111 - Admission (revised)
AR 5111.1 - District Residency (revised)
AR 5111.12 - Residency Based on Parent/Guardian Employment (deleted incorporated into BP/AR 5111.1)
BP 5141 - Health Care and Emergencies (new)
AR 5141 - Health and Emergencies (new)

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve board polices second reading.

Dr. Moirao said any adjustments have been made from the first reading.

Promoting District

Paulette Bumbalough said she would like to have the donations promoted.

Mike LeBarre said he would like to promote the out of state travel for the migrant students. It lets the community know of opportunities students have.

Future Agenda Items/Meeting Dates

March 15, 2016 - Board Study Session – King City
March 23, 2016 – Regular Board Meeting – Greenfield High School
April 19, 2016 - Board Study Session – King City
April 20, 2016 – Regular Board Meeting - King City
May 17, 2016 - Board Study Session – King City
May 18, 2016 – Regular Board Meeting – Greenfield High School
June 15, 2016 – Regular Board Meeting – King City
June 21, 2016 - Board Study Session – King City
July 19, 2016 – Board Study Session – King City
July 20, 2016 – Regular Board Meeting (if needed) – Greenfield High School
August 16, 2016 - Board Study Session – King City
August 17, 2016 – Regular Board Meeting – King City
September 20, 2016 - Board Study Session – King City
September 21, 2016 – Regular Board Meeting – Greenfield High School
October 18, 2016 - Board Study Session – King City
October 19, 2016 – Regular Board Meeting – King City
November 15, 2016 - Board Study Session – King City
November 16, 2016 – Regular Board Meeting – Greenfield High School
December 14, 2016 – Regular Board Meeting – King City
December 19, 2016 - Board Study Session – King City

Signing of Papers

Dr. Moirao signed appropriate papers.

Adjournment to closed session

Paulette Bumbalough moved the Board to closed session at 8:11 PM.

The Board returned from closed session at 8:29 PM. Paulette Bumbalough reported there was discussion on the superintendent search.

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

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

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

Tuesday, March 8, 2016

Minutes

BOARD OF EDUCATION

Paulette Bumbalough – President - Present
Joe Santibanez – Clerk - Present
Mike LeBarre – Member – Excused Absence
David Gaboni – Member - Present
Paul Dake – Member - Present

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION: 5:30 P.M.

Call to Order

Paulette Bumbalough called the meeting to order at 5:30 PM.

Flag Salute

Paulette Bumbalough led in the flag salute.

Public Comment

There were not any comments from the public.

ACTION

Approval of 2015-2016 Second Interim Budget Revision Reporting

Dr. Moirao said the second interim report indicates we are healthy, wealthy, and wise. This is certainly a different scenario from what we have had in past years, he added, keep in mind these are projections.

Duane Wolgamott said the current year figures are also assumptions, our goal was to have a positive certification, which we do.

Mr. Wolgamott said we are growing, he reviewed the P1 and P2 figures. The P1 figures are done at the beginning of the school year, the P2 is toward the end of the school year. Districts usually loose students when the P2 report is completed.

Paulette Bumbalough asked if the P1 report is the enrollment and the P2 ADA. Mr. Wolgamott responded they are both ADA.

Mr. Wolgamott said the P1 is important because it gives us projections. We are actually funded for the students in the classroom. The P2 is important because it gives us projections for the next school year.

Dr. Moirao said we use to loose sophomores and seniors, that is not the case now.

Paul Dake asked if the projected enrollment is a conservative figure. Mr. Wolgamott said we get these numbers from our feeder districts.

Paulette Bumbalough asked why the P2 projections for the 2016-17 school year was only 92. Mr. Wolgamott said when he does his projections he uses conservative figures.

Mr. Wolgamott added we are receiving \$2 ½ million less from the state than what we are entitled to receive.

Mr. Wolgamott said the money from Proposition 30 was temporary. Joe Santibanez asked if it was going to be extended. Dr. Moirao said it will be a measure on the ballot this year.

Joe Santibanez asked when building takes place in King City how is the property taxes divided. Mr. Wolgamott said it is distributed between the two districts in King City. Mr. Wolgamott added the state will do the necessary adjusting of the property taxes. This year we have one time spending money.

Paul Dake asked what the plans were for the \$3 million one-time money. Duane Wolgamott responded this is the Emergency Repair Fund and the money has already been designated, and added this can only be carried over 20 months.

Dr. Moirao said we had a study session and the Board identified the priorities and the areas for repairs, roofing was determined as a high priority. Dr. Moirao said the priority list can be resurrected again and reviewed.

Duane Wolgamott said there is an increase of 9% for teacher salaries, benefits, STRS, step increases and because of our growth, additional teachers we will need.

Dr. Moirao said there are advantages of having a 3-year agreement from both associations. It is easier predicting the budget when costs are known.

Paul Dake said it is expected the percentage of salary increase is 4% this year. The comment was made it is anticipated the teachers are looking at extending the contract by a couple of years.

Paul Dake asked about the increase in benefits in year 2. Mr. Wolgamott said we added to the medical benefit cap.

The comment was made there appears to be a drop in books and supplies. Mr. Wolgamott said there will be a lot of categorical funding which no longer will be available.

Paul Dake inquired if the district was going to be adopting language arts next month. Dr. Moirao said the next adoption would be science, we are just waiting for the new standards.

Paulette Bumbalough said according to the information provided, we should not have any financial issues as in the past.

Dr. Moirao said the district got in trouble based on the formula which was agreed upon by the district and bargaining unit, which the district could not afford.

Joe Santibanez said he feels comfortable with the figures and where the district is now. He has heard about issues the district had in the past.

David Gaboni said on page 7, which addresses the reserve, it is projected to go down. He asked why? Mr. Wolgamott said these figures come from the state package software. He is asking the same question himself, it should be higher.

Duane Wolgamott said we are here to meet the education need of students, we are not a bank.

Dr. Moirao said as a Board it is important to ask questions, as they have.

David Gaboni suggested having a study session before the next first interim report.

Dr. Moirao said the study session in April will address LCAP. He added there will be a budget workshop before the next 1st interim report.

Motion made by Paul Dake and seconded by David Gaboni to approve the 2015-2016 Second Interim Budget Revision Reporting with a positive certification.

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

Approve the District Sunshine Proposal with CSEA Chapter #529

Dr. Moirao said at the last board meeting CSEA presented their sunshine proposal, the district is now presenting theirs. The district would like to address four items which are evaluations, duration, added positions and changed titles (we received approval to make the changes this will formalize the contract), and there are a couple of MOU's that we would like to put into the contract.

Motion made by David Gaboni and seconded by Joe Santibanez to approve the district sunshine proposal with CSEA Chapter #529.

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

Approve the District Sunshine Proposal with KCJUHS DTA

Dr. Moirao said at the last board meeting the teacher's association submitted their sunshine items. This district would like to address Article 1 and 15, evaluations, and a couple of MOU's which we would like to include in the contract.

Motion made by Paul Dake and seconded by Joe Santibanez to approve the district sunshine proposal with KCJUHS DTA.

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

Adjournment (to closed session if necessary)

At 6:14 PM Paulette Bumbalough moved the Board into closed session.

Report out from Closed Session

Paulette Bumbalough reconvened to open session at 6:53 PM and reported that a discussion of personnel negotiations was discussed in closed session. A board representative will be meeting with legal counsel on the matter.

Paulette Bumbalough adjourned the meeting at 6:54 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 (February 2016)

MEETING: March 23, 2016

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 February 2016.

Recommendation:

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

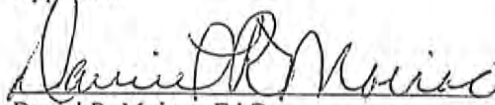
Fiscal Impact:

Within budgeted amounts.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Checks Dated 02/01/2016 through 02/29/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12211707	02/04/2016	Paul W. Cavanagh	01-4200	Educational films		225.22
12211708	02/04/2016	Francis Lynch	01-4200	PLTW Conference		1,192.46
12211709	02/04/2016	Isaac M. Estrada	01-5200	ACSA Academy		388.20
12211710	02/04/2016	Diana M. Jimenez	01-5200	CA PLTW		684.85
12211711	02/04/2016	Daniel R. Moirao	01-5200	Superintendents symposium		1,066.10
12211712	02/04/2016	Elizabeth Rodriguez	01-5200	Fiscal meeting, money counter training		49.90
12211713	02/04/2016	4imprint	01-4300	Recruiting supplies		604.33
12211714	02/04/2016	A & G PUMPING, INC	01-5630	Port-o-let Rental	257.12	
				Portable Restroom Rental	150.02	407.14
12211715	02/04/2016	A T & T CALNET 2	01-5910	CALNET		325.54
12211716	02/04/2016	Aeries Software Inc	01-5200	Aeries Conference		975.00
12211717	02/04/2016	Alibris	01-4300	PLTW Materials		32.78
12211718	02/04/2016	Andrews Blueprint, Inc.	01-5800	Blueprint Digitization		35.47
12211719	02/04/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	68.34	
			13-5800	Services	98.67	167.01
12211720	02/04/2016	Ayres Hotel & Suites/Ontario	Cancelled	Lcap Training in Feb 2016		205.12 *
		Cancelled on 02/29/2016, Cancel Register # AP03012016A				
12211721	02/04/2016	Beyond Speech Therapy	01-5800	Speech Therapy		487.50
12211722	02/04/2016	C & N Tractors	01-6500	Tractor, Loader, Mower		52,658.94
12211723	02/04/2016	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES	129.75	
			01-4400	Please use credit from CDW	616.57	746.32
12211724	02/04/2016	CITY OF GREENFIELD	01-5800	School Security		15,000.00
12211725	02/04/2016	CITY OF KING	01-5540	Annual		13,377.70
12211726	02/04/2016	Donna C. Oliver	01-5800	Contract for Donna C. Oliver		4,343.63
12211727	02/04/2016	Edges Electrical Group, LLC	01-4300	Maintenance Supplies		256.46
12211728	02/04/2016	First Alarm Security Svcs Inc	01-5800	Quarterly Monitoring & Servicing		948.48
12211729	02/04/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		904.15
12211730	02/04/2016	Hatch, Lincoln	01-5800	Contracted services- Auditorium		1,750.00
12211731	02/04/2016	Johnson Electronics	01-5620	Johnson Electronics Fire Alarm Replacement		180,347.33
12211732	02/04/2016	KING CITY CHAMBER OF COMMERCE	01-5300	annual membership renewal		50.00
12211733	02/04/2016	KING CITY INDUSTRIAL SUPPLY	01-4300	Parts and Supplies		21.52
12211734	02/04/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		20.09
12211735	02/04/2016	Krehbiel Automotive, dba	01-5800	Smog Check		853.57
12211736	02/04/2016	LOZANO SMITH	01-5810	Lozano Smith Contract		8,354.50
12211737	02/04/2016	Mission Trail Athletic/MTAL	01-5300	League dues.Miileage. Please specify GHS on check.		83.98
12211738	02/04/2016	Monterey County Health Dept	01-5800	Psychologist- MoCo Health Dept		30,000.00

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12211739	02/04/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies	12.10	
				Supplies	34.05	
			01-4400	Adult Transistion equipment	225.50	271.65
12211740	02/04/2016	Pacific Coast Battery Srvc Inc	01-4300	Batteries for Fleet		83.85
12211741	02/04/2016	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	266.07	
			01-5520	PGE	365.80	631.87
12211742	02/04/2016	PAQ Inc. DBA Food 4 Less/Rncho S Miguel	01-4300	classroom materials-Ms. Byrd ATP		88.27
12211743	02/04/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		196.50
12211744	02/04/2016	Paxton Patterson LLC	01-4400	PLTW Materials		386.71
12211745	02/04/2016	Pearson Learning Group	01-4100	textbooks		1,986.33
12211746	02/04/2016	RG Fabrication, Inc	01-5620	Metalwork Repairs		451.17
12211747	02/04/2016	Salinas Valley Fair, Inc	01-5630	Pavilion rental for Scholarship banquet		805.00
12211748	02/04/2016	SCHOOL SERVICES OF CA, INC	01-5200	Governor's Budget Workshop (D. Moirao)	195.00	
				SSCAL Budget Workshop	195.00	390.00
12211749	02/04/2016	Sierra School Equipment Co	01-5620	Bleacher Maintenance and Repairs		4,133.00
12211750	02/04/2016	Syserco Inc	01-5620	EMS Repairs		1,916.00
12211751	02/04/2016	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		8,373.75
12211752	02/04/2016	Two Team Construction, Inc	01-5620	Office Portable Deck Repairs	9,240.00	
				Office Portable Siding Repairs	4,653.00	13,893.00
12211753	02/04/2016	Uretsky Security	01-5800	Security Contract		9,408.00
12212404	02/09/2016	DOUBLETREE ONTARIO AIRPORT	01-5200	Aeries Conference Hotel Stay for J. Chavez		201.15
12212405	02/09/2016	Fresno State	01-5200	Recruitment Fair		250.00
12212406	02/09/2016	Quality Inn Fresno	01-5200	Hotel Stay for A. Marshall (Crisis Intervention)		170.38
12212407	02/09/2016	South Monterey Cty Jnt Union	01-4300	Bank deposit	566.51	
			01-4310	Bank Deposit	40.13	
			01-4400	Bank Deposit	300.00	
			01-5200	bank deposit	1,000.00	
			01-5800	Bank Deposit	1,172.89	3,079.53
12212408	02/09/2016	Anahi Guzman	01-5800	Greenfield Village Scholarship		250.00
12213217	02/11/2016	Monica Serrato	01-5200	Payroll Meeting		48.17
12213218	02/11/2016	Roianne T. Benjamin	01-5200	PLTW Conf		397.08
12213219	02/11/2016	Katherine Primavera Rios	01-4300	Link crew meeting supplies		168.89
12213220	02/11/2016	Bernerd B. Barge	01-5200	PLTW Conf		357.18
12213221	02/11/2016	Marisol Cisneros	01-5200	I dont care students conf.		99.19
12213222	02/11/2016	Erica A. Radcliff	01-5200	MVP training, Formative assessment		83.95
12213223	02/11/2016	Claudia H. Arellano	01-5200	Visiting Tchrs Program		169.35
12213224	02/11/2016	Stephanie M. Hart	01-5200	Wrestling match in Hollister		62.75

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12213225	02/11/2016	A & G PUMPING, INC	01-5630	Port-o-let Rental	407.14	
				Portable Restroom Rental	71.76	478.90
12213226	02/11/2016	A T & T CALNET 2	01-5910	CALNET		28.68
12213227	02/11/2016	AMERICAN SUPPLY COMPANY	01-4300	Custodial Supplies		2,149.79
12213228	02/11/2016	APPLE COMPUTER	01-4300	Ipad program		100.00
12213229	02/11/2016	Associated Services Inc	01-5620	HVAC Repairs at GHS		1,614.00
12213230	02/11/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	68.34	
			01-5800	Shop Towels and Mechanic's Coveralls	61.12	
			13-5800	Services	98.67	228.13
12213231	02/11/2016	Bureau of Edctn & Research/BER	01-5200	Prof Dev		478.00
12213232	02/11/2016	CA Department of Justice	01-5860	Fingerprinting		160.00
12213233	02/11/2016	CA DEPT OF EDUCATION	13-4700	Commodity		153.40
12213234	02/11/2016	California Western Visuals	01-4400	SmartBoard		1,889.88
12213235	02/11/2016	Cannon Sports, Inc	01-4300	sports equipment		258.72
12213236	02/11/2016	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		3,714.63
12213237	02/11/2016	CAROLINA BIOLOGICAL SUPPLY CO	01-4300	Science Materials		151.32
12213238	02/11/2016	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES	156.26	
			01-4400	Tech Equipmt for presentations.See attached quote.	995.21	1,151.47
12213239	02/11/2016	CENTRAL COAST SYSTMS INC	01-5620	Alarm/Bell System Repairs		114.00
12213240	02/11/2016	Century Collision Repair	01-5620	Vehicle Repairs		1,834.73
12213241	02/11/2016	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	375.53	
			01-5540	Water, Garbage, Sewer	1,959.20	
			01-5550	Water, Garbage, Sewer	5,455.00	7,789.73
12213242	02/11/2016	Clark, Wm J Trucking Srvc Inc	01-5800	Baseball Scoreboard Removal		570.00
12213243	02/11/2016	Corwin	01-5200	Teaching Learning Coaching Conference		2,200.00
12213244	02/11/2016	Crisis Prevention Institute	01-5200	training event Alyssa Marshall-2 days Fresno, ca		1,399.00
12213245	02/11/2016	DFE & Associates, Inc	01-5800	IOR for GHS Fire Alarm Project		4,995.00
12213246	02/11/2016	Diane Mazzoni	01-5800	SPED Services		2,906.25
12213247	02/11/2016	Digicert, Inc	01-5800	SSL Certificates		2,850.00
12213248	02/11/2016	Edges Electrical Group, LLC	01-4300	Maintenance Supplies		594.41
12213249	02/11/2016	Fastenal Company	01-4300	Maintenance Supplies		73.14
12213250	02/11/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		755.50
12213251	02/11/2016	Grant Writing USA	01-5200	Grant Writing Class for L. Villagomez		455.00
12213252	02/11/2016	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		19.51
12213253	02/11/2016	Houghton Mifflin Harcourt Publishing Co.	01-5850	Read 180 Licenses and Materials		16,293.12
12213254	02/11/2016	J. W. Pepper	01-4300	Band Supplies		225.93

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12213255	02/11/2016	Jar Systems LLC	01-4400	Cart for Surface Pro3		3,093.76
12213256	02/11/2016	KING CITY INDUSTRIAL SUPPLY	01-4300	Parts and Supplies		35.89
12213257	02/11/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	83.67	
				ROP Supplies - KCHS	103.28	186.95
12213258	02/11/2016	MATRANGA WHOLESALE FLORISTS	01-4300	ROP Supplies		1,556.50
12213259	02/11/2016	Microsoft Corporation	01-4400	SpEd Surface Computers - Shephard		4,637.25
12213260	02/11/2016	MONTEREY COUNTY OFFICE OF ED	01-5800	Escape & Data Processing Cost 14-15	19,634.67	
				Next Generation Science & Lit. Prof	5,200.00	24,834.67
12213261	02/11/2016	NASCO	01-4300	Art Supplies	278.35	
				Bio Supplies	699.40	977.75
12213262	02/11/2016	Nixon Tire & Automotive Srvc	01-4311	Tires and Caps		20.00
12213263	02/11/2016	O'Reilly Automotive Stores,Inc	01-4300	Parts for Fleet		153.27
12213264	02/11/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Supplies	301.97	
				Supplies for TeachersTraining	327.19	
				Board Materials and Supplies	25.93	
				DO office supplies	167.23	
				Office Supplies	32.65	
				Open PO for Office Supplies	914.77	
				open Po--office supplies	20.41	
			01-4400	Tech Equip	24.86	
				ASB POS printers	1,442.13	
			01-5800	Recruiting supplies	49.74	
			13-4300	Food Service Supplies	38.91	3,345.79
12213265	02/11/2016	Pacific Coast Battery Srvc Inc	01-4300	Batteries for Fleet		425.94
12213266	02/11/2016	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	1,984.36	
			01-5520	PGE	12,369.78	14,354.14
12213267	02/11/2016	PAQ Inc. DBA Food 4 Less/Rncho S Miguel	01-4300	classroom materials-Ms. Byrd ATP	105.43	
				sped materials Janet Byrd-ATP	54.37	159.80
12213268	02/11/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts and Supplies		203.02
12213269	02/11/2016	Quinn Company	01-4300	Repair Parts for Fleet		444.50
12213270	02/11/2016	Riddell All American	01-4300	Email POTOtoTodd Santos at tdsantos@riddellsales.com		2,663.80
12213271	02/11/2016	SAFEWAY INC	01-4300	Open PO for Foods and Products		77.49
12213272	02/11/2016	San Lorenzo Lumber	01-4300	Building Materials		208.81
12213273	02/11/2016	Sierra School Equipment Co	01-5620	Replacement Bleacher Controller		378.40
12213274	02/11/2016	Sysco San Francisco	13-4300	Food Service	2,638.67	
			13-4700	Food Service	16,594.50	19,233.17
12213275	02/11/2016	The Sign Guy	01-5620	Marquee Repair		1,410.00

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Checks Dated 02/01/2016 through 02/29/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12213276	02/11/2016	Tri-Cities Disp&Rec Serv, Inc	01-5550	Dumpster for dirt @ GHS		470.14
12213277	02/11/2016	UC Regents	01-5200	Recruitment Fair		375.00
12213278	02/11/2016	UNITED PARCEL SERVICE	01-5930	UPS Services		67.08
12213279	02/11/2016	Virco Inc.	25-4400	Room 281		1,585.79
12213280	02/11/2016	Western Corp Image	01-4300	Flags for GHS		264.80
12214395	02/18/2016	AT&T	01-5910	Phone line GHS Maintenance		38.06
12214396	02/18/2016	California Baptist University	01-5200	Recruitment Fair		60.00
12214397	02/18/2016	EDD-CA Employment Dvlpmnt Dept	01-3401	GHS Liabilities	1,420.68	
				KCHS Liabilities	1,420.68	2,841.36
12214398	02/18/2016	EDEN RADIO, Inc	01-4400	Radios for MOTF Staff		4,177.13
12214399	02/18/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Blanket Open PO For Office Depot	186.59	
				Open PO	93.65	
				OPEN PO FOR SUPPLIES	41.31	
				Referral Forms	162.19	
				Supplies	260.03	
			01-5800	Printing Services	209.85	953.62
12214400	02/18/2016	Sysco San Francisco	13-4700	Food Service		3,117.53
12214401	02/18/2016	UNITED PARCEL SERVICE	01-5930	UPS Services		73.95
12214402	02/18/2016	VERIZON WIRELESS SVCS LLC	01-5940	District Communication		1,161.04
12214403	02/18/2016	Woodwind & Brasswind	01-4300	Band Supplies	475.73	
				Musical Instruments and Instructional materials.	472.55	
			01-4400	Musical Instruments and Instructional materials.	919.48	
				Band Supplies	226.36	
			01-5800	Musical Instruments and Instructional materials.	129.98	2,224.10
12215080	02/23/2016	Rosaneli R. Martinez	01-5200	ASB Works		80.72
12215081	02/23/2016	Norma Barron	01-5200	BER practical strategies		134.26
12215082	02/23/2016	Lidia T. Rodriguez	01-5200	ASB Works Conf		54.04
12215083	02/23/2016	Elizabeth Rodriguez	01-5200	ASB Works Conf		100.17
12215084	02/23/2016	ACCREDITING COMMISSION	01-5800	Annual Installment		1,740.00
12215085	02/23/2016	AMERICAN SUPPLY COMPANY	01-4300	Custodial Supplies		933.70
12215086	02/23/2016	Associated Services Inc	01-5620	HVAC Repairs		792.00
12215087	02/23/2016	BSN Sports / US Communities	01-4300	Athletics		1,083.61
12215088	02/23/2016	Carahsoft Technology Corp	01-5800	VMWARE		5,968.62
12215089	02/23/2016	CDW-G	01-4300	Headphones For Ag Sci	1,015.64	
				Surface Screen Protectors	2,055.74	3,071.38

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12215090	02/23/2016	DATAFLOW BUSINESS SYSTEMS	01-4300	Copy Machine Supplies		177.19
12215091	02/23/2016	DELL MARKETING LP	01-4400	PLTW Laptops		4,579.09
12215092	02/23/2016	DOUBLETREE ONTARIO AIRPORT	01-5200	Aeries Conf Hotel Stay for E. Lopez		192.75
12215093	02/23/2016	EDU-SAFE LLC	01-5200	Safe & Secure Schools Reg. for D. Croy & L. Garcia		358.00
12215094	02/23/2016	Holiday Inn Express	01-5200	DJimenez April Hotel Reservation at Holiday Inn	211.12	
				DJimenez May Hotel Reservation Holiday Inn Express	211.12	
				FLynch April Hotel Reservation for ACSA	211.12	
				FLynch May Hotel Reservation for ACSA	211.12	
				SJames April Hotel Reservation Holiday Inn	211.12	
				SJames May Hotel Reservation Holiday Inn	211.12	
12215095	02/23/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Open PO for Ag Mech Ornamental Horticulture Clases		1,266.72
12215096	02/23/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		106.29
12215097	02/23/2016	Laura Villagomez	01-5200	Grant Writing Class for L. Villagomez		429.83
12215098	02/23/2016	LinkCrew Boomerang Project	01-5800	Link Crew		4,550.11
12215099	02/23/2016	LOZANO SMITH	01-5810	Lozano Smith Contract		11,214.29
12215100	02/23/2016	MATRANGA WHOLESALE FLORISTS	01-4300	ROP Supplies		843.87
12215101	02/23/2016	Megan Munoz	01-5200	MC Math Initiative Reimbursements M. Munoz		48.39
12215102	02/23/2016	O'Reilly Automotive Stores, Inc	01-4300	Parts for Fleet		38.00
12215103	02/23/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Board Materials and Supplies	35.55	
				Teacher & Admin Training/Meeting Supplies	127.37	
				DO office supplies	806.30	
				Office Supplies	519.59	
				Open PO for Office Supplies	104.78	
				open Po--office supplies	175.57	
			01-4400	Printer	169.53	
				DO equipment	1,936.71	
			01-5800	Printing Services	200.76	4,076.16
12215104	02/23/2016	RG Fabrication, Inc	01-4300	Open PO		1,120.49
12215105	02/23/2016	Riddell All American	01-4300	Athletic uniforms. Please email me with PO#		2,193.22
12215106	02/23/2016	SAFEWAY INC	01-4300	DELAC Meetings	82.04	
				Open PO for Foods and Products	49.98	132.02
12215107	02/23/2016	Santa Clara Marriott HTL, dba	01-5200	D Jimenez Hotel Reservation @ Marriott	648.78	

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12215107	02/23/2016	Santa Clara Marriott HTL, dba	01-5200	Marriott Hotel Reservation for Ericka E.L Achieve	648.78	
12215108	02/23/2016	Sysco San Francisco	13-4300	Marriott Hotel Reservation M. Munoz	648.78	1,946.34
			13-4700	Food Service	750.95	
12215109	02/23/2016	Technology Integration Group	01-5850	Food Service	7,380.21	8,131.16
12215110	02/23/2016	UNITED PARCEL SERVICE	01-5930	Print Management Software		1,270.00
12215111	02/23/2016	Valley Athletic	01-4300	UPS Services		80.70
12216657	02/25/2016	James E. Stireman	01-4300	Paint for athletic fields		546.12
12216658	02/25/2016	Kara R. King	01-5800	CPR/First Aid Training		200.00
12216659	02/25/2016	Kara R. King	01-5200	Bradley mileage		72.36
12216659	02/25/2016	Nathanael Thomas B. Zell	01-4200	5 steps to 5 books		755.48
12216660	02/25/2016	Steven R. James	01-5200	Equity Institute		171.75
12216661	02/25/2016	Emmanuel S. Cortes	01-4300	Ripped Dryfit Hoodie Sweatshirt	50.00	
				Ripped GHS T-Shirt	20.00	
				Ripped Santa Cruz Sweatshirt	54.95	
			01-5800	CPR/First Aid	50.00	174.95
12216662	02/25/2016	Melissa J. Villasenor	01-5800	CPR/First Aid		50.00
12216663	02/25/2016	Diana M. Jimenez	01-5200	ACSA Equity, LCAP, Business		558.76
12216664	02/25/2016	Daniel R. Moirao	01-4200	books	102.39	
			01-5200	equity, ASCD, System Leadership	1,360.47	
			01-5300	Rotary dues	225.00	1,687.86
12216665	02/25/2016	Marilyn K. Shepherd	01-4300	T-shirts for staff		201.84
12216666	02/25/2016	A T & T	01-5920	fiber optic lines		162.16
12216667	02/25/2016	Alibris	01-4200	Mathematical Mindsets Books		258.75
12216668	02/25/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	97.80	
			01-5800	Shop Towels and Mechanic's Coveralls	61.12	
			13-5800	Services	197.34	356.26
12216669	02/25/2016	Baudville, Inc.	01-4300	Supplies for Sports Certificates		293.20
12216670	02/25/2016	CA Water Service Company	01-5530	Water Fees		1,013.43
12216671	02/25/2016	CASAS-Comp Adult Stdnt AsstSys	11-4200	casas adult ed materials	1,689.48	
			11-5800	casas adult ed materials	360.00	2,049.48
12216672	02/25/2016	Culligan Water Conditioning	13-5800	Water Conditioning		85.23
12216673	02/25/2016	FLINN SCIENTIFIC INC	01-4300	Science supplies		17.69
12216674	02/25/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		1,124.42
12216675	02/25/2016	GREENFIELD TRUE VALUE	01-4300	Supplies		95.84
12216676	02/25/2016	Johnstone Supply	01-4300	HVAC Repair Parts/Supplies		60.22
12216677	02/25/2016	Mail Finance	01-5630	Postage Machine		158.20
12216678	02/25/2016	NEOPOST USA (postage only)	01-5930	Postage		10,000.00

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

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Checks Dated 02/01/2016 through 02/29/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12216679	02/25/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Classroom supplies	1,528.79	
				Office Supplies	16.64	1,545.43
12216680	02/25/2016	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	1,440.81	
			01-5520	PGE	14,160.16	15,600.97
12216681	02/25/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		28.07
12216682	02/25/2016	PURE WATER	01-5800	Drinking Water		343.00
12216683	02/25/2016	SAFEWAY INC	01-4300	Supplies for Aeries/Tech Meetings		12.26
12216684	02/25/2016	SCHOLASTIC INC	01-5850	po1500607		900.00
12216685	02/25/2016	Shred-It San Francisco	01-5800	Shredding Fees		119.18
12216686	02/25/2016	Solution Tree	01-5200	2014 OLC Anaheim po1500196		649.00
12216687	02/25/2016	Teter, LLP	01-5800	Emergency Repair Program Grant Project		8,368.25
12216688	02/25/2016	VALLEY SAW SHOP, dba	01-4300	Mulching Blades for Grasshopper Mower		98.05
12216689	02/25/2016	WILCO SUPPLY	01-4300	Keys and Door Hardware		676.43
Total Number of Checks					190	622,665.73

	Count	Amount
W incel	1	205.12
Net Issue		622,460.61

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	179	584,887.19
11	Adult Education Fund	1	2,049.48
13	Cafeteria Fund	12	33,938.15
25	Capital Facilities Fund	1	1,585.79
Total Number of Checks		189	622,460.61
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			622,460.61

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

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

SUBJECT: Approval of Purchase Orders – February 2016

MEETING: March 23, 2016

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 February 2016.

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 02/01/2016 - 02/29/2016

PO Number	Vendor Name	Requisition Information	Ord'r Loc	Req Fund	Resource Description	Req Fund Order Amt
B16-00272	CONATSER WELDING IN	Supplies for Field Marking Machine	009	01	UNRESTRICTED R	250.00
B16-00273	PAQ Inc. DBA Food 4	classroom supplies/Teresa Torres	029	01	Special Educati	200.00
B16-00274	GRAINGER INC,W W	Maintenance Supplies	009	01	Ongoing & Major	1,500.00
B16-00275	Monterey County Hea	Psychologist- MoCo Health Dept	029	01	Ment Health	60,000.00
B16-00276	Associated Services	HVAC Repairs at GHS	009	01	Ongoing & Major	5,000.00
B16-00277	Pacific Coast Batte	Batteries for Fleet	009	01	UNRESTRICTED R	750.00
B16-00278	Johnstone Supply	HVAC Repair Parts/Supplies	009	01	Ongoing & Major	350.00
B16-00279	TMT Enterprises, In	Pac Bell Mix Dirt for Ball Fields	009	01	UNRESTRICTED R	4,606.34
B16-00280	Teter, LLP	Emergency Repair Program Grant Project	10	01	Emergency Repai	63,000.00
B16-00281	DATAFLOW BUSINESS S	Copy Machine Supplies	029	01	UNRESTRICTED R	200.00
B16-00282	Sysco San Francisco	Food Service	029	13	Child Nutrition	75,000.00
B16-00283	Two Team Constructi	Sheetrock Repair Student Union Ceiling GHS	009	01	Ongoing & Major	2,500.00
B16-00284	Del Monte Glass, db	Door Hardware Repair Parts	009	01	Ongoing & Major	880.00
B16-00285	Uretsky Security	Security Contract	011	01	Supplemental	55,000.00
B16-00286	AAA Fence Company,	Contract for Fence Replacement KCHS	10	01	Ongoing & Major	96,500.00
B16-00287	MATRANGA WHOLESALE	Open PO for Flowers	021	01	Agricultural Vo	5,000.00
B16-00288	CENTRAL COAST SYSTM	Quarterly Fire Alarm Monitoring	009	01	UNRESTRICTED R	300.00
B16-00289	GRAINGER INC,W W	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	1,000.00
B16-00290	OFFICE DEPOT BUSINE	OPEN PO FOR SUPPLIES	029	01	State Lottery	1,500.00
B16-00291	C & N Tractors	Kubota Model # MX5200 Parts and Supplies	009	01	UNRESTRICTED R	550.00
B16-00292	OFFICE DEPOT BUSINE	Adult classroom supplies	022	11	Adult Ed Block	1,000.00
B16-00293	WILCO SUPPLY	Door Hardware Parts and Supplies/Keys	009	01	Ongoing & Major	1,100.00
B16-00294	SAFEWAY INC	Open PO not to exceed \$500.	023	01	UNRESTRICTED R	500.00
B16-00295	NEOPOST USA (posta	Postage	029	01	UNRESTRICTED R	5,000.00
B16-00296	NEOPOST USA (posta	Postage	029	01	UNRESTRICTED R	5,000.00
B16-00297	A T & T	fiber optic lines	029	01	UNRESTRICTED R	9,500.00
PO16-00483	CSBA	Board member training	029	01	UNRESTRICTED R	249.00
PO16-00484	TBH Technology, LLC	License & service agreement	022	01	Ment Health	4,200.00
PO16-00485	CSBA	Board member training	029	01	UNRESTRICTED R	249.00
PO16-00486	Crisis Prevention I	training event Alyssa Marshall-2 days Fresno, ca	022	01	Special Educati	1,399.00
PO16-00487	Alyssa Marshall	Crisis Intervention Training Reim. for A. Marshall	023	01	Special Educati	423.26
PO16-00488	Aeries Software Inc	Aeries Conference	023	01	State Lottery	350.00
PO16-00489	Elizabeth Lopez	Aeries Conference Reimbursements for E. Lopez	023	01	State Lottery	400.75
PO16-00490	Toledo Physical Ed	Physical Ed teaching supplies	023	01	State Lottery	240.21
PO16-00491	Aeries Software Inc	Aeries Conference	022	01	UNRESTRICTED R	625.00
PO16-00492	Jessica Chavez	Aeries Conference Reimbursements for J. Chavez	022	01	UNRESTRICTED R	258.04

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

ESCAPE ONLINE

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Description

Includes Purchase Orders dated 02/01/2016 - 02/29/2016

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00493	DOUBLETREE ONTARIO	Aeries Conference Hotel Stay for J. Chavez	022	01	UNRESTRICTED R	201.15
PO16-00494	Santa Clara Marriot	Marriott Hotel Reservation for Ericka E.L Achieve	029	01	NCLB Title II,	648.78
PO16-00495	Santa Clara Marriot	D Jimenez Hotel Reservation @ Marriott	029	01	NCLB Title II,	648.78
PO16-00496	Megan Munoz	MC Math Initiative Reimbursements M. Munoz	021	01	NCLB Title II,	48.39
PO16-00497	Musician's Friend,	Music Supplies	021	01	Other Local	439.06
PO16-00498	OFFICE DEPOT BUSINE	Printer	021	01	State Lottery	169.53
PO16-00499	EL Achieve	E.L. Achieve Symposium (2 day) Ericka Radcliff	029	01	NCLB Title II,	445.00
PO16-00500	EL Achieve	D Jimenez E.L. Achieve Symposium (2 day)	029	01	NCLB Title II,	445.00
PO16-00501	NEFF MOTIVATION INC	Banner Patches	021	01	Other Local	460.99
PO16-00502	OFFICE DEPOT BUSINE	Classroom supplies	021	01	State Lottery	1,528.79
PO16-00503	Quality Inn Fresno	Hotel Stay for A. Marshall (Crisis Intervention)	023	01	Special Educati	170.38
PO16-00504	EL Achieve	M. Munoz E.L. Achieve Symposium (2 day)	029	01	NCLB Title II,	445.00
PO16-00505	Santa Clara Marriot	Marriott Hotel Reservation M. Munoz	029	01	NCLB Title II,	648.78
PO16-00506	Riddell All America	Baseball gear.	023	01	UNRESTRICTED R	1,451.75
PO16-00507	CDW-G	Surface Screen Protectors	029	01	State Lottery	2,055.74
PO16-00508	CDW-G	Classroom Printer	023	01	State Lottery	88.05
PO16-00509	CASEY PRINTING, INC	WASC Documents	023	01	UNRESTRICTED R	1,306.61
PO16-00510	NorCal Recognition	Diplomas & Covers for class of 2016	023	01	State Lottery	3,610.70
PO16-00511	Fresno State	Recruitment Fair	029	01	Supplemental	250.00
PO16-00512	UC Regents	Recruitment Fair	029	01	Supplemental	375.00
PO16-00513	Valley Athletic	Paint for athletic fields	023	01	UNRESTRICTED R	546.12
PO16-00514	Krehbiel Automotive	Repairs and Smog Inspections	009	01	UNRESTRICTED R	452.80
PO16-00515	Cambridge Universit	Adult ed materials	022	11	Adult Ed Block	3,802.74
PO16-00516	Troxell Communicati	AV Screen Repair at Student Union GHS	009	01	Ongoing & Major	1,581.41
PO16-00517	VALLEY SAW SHOP, db	Mulching Blades for Grasshopper Mower	009	01	UNRESTRICTED R	98.05
PO16-00518	EWING IRRIGATION PR	Turf Irrigation Parts	009	01	UNRESTRICTED R	140.92
PO16-00519	CASAS-Comp Adult St	adult ed material	022	11	Adult Ed Block	3,279.08
PO16-00520	BSN Sports / US Com	Athletics	021	01	UNRESTRICTED R	1,083.61
PO16-00521	OFFICE DEPOT BUSINE	copy paper	022	01	State Lottery	367.52
PO16-00522	EDEN RADIO, Inc	Radios for MOTF Staff	009	01	Supplemental	4,177.13
PO16-00523	Live Wire Products	Livestock Scale	021	01	CCPT Grant	2,131.25
PO16-00524	CATA	CATA Membership Dues	021	01	Agricultural Vo	600.00
PO16-00525	PlasmaCAM, Inc	Software	021	01	Vocational Prog	3,111.90
PO16-00526	Musician's Friend,	Microphone Cables	021	01	Agricultural Vo	212.51

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

ESCAPE ONLINE

Includes Purchase Orders dated 02/01/2016 - 02/29/2016

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00527	Ceresville New Holl	Livestock Scale	021	01	CCPT Grant	2,350.00
PO16-00528	Professional Tutors	Supplemental Educational Services 2015-16	029	01	IASA-Title I Ba	1,622.48
PO16-00529	JIM Enterprises, In	Supplemental Educational Services 2015-16	029	01	IASA-Title I Ba	8,925.84
PO16-00530	iPad Gratis LLC	Supplemental Educational Services 2015-16	029	01	IASA-Title I Ba	4,057.35
PO16-00531	Learn with Ipads LL	Supplemental Educational Services 2015-16	029	01	IASA-Title I Ba	5,679.10
PO16-00532	#1 Educando Con Tab	Supplemental Educational Services	029	01	IASA-Title I Ba	4,842.00
PO16-00533	#1 Academia de Serv	Supplemental Educational Services 2015-16	029	01	IASA-Title I Ba	3,228.00
PO16-00534	California Baptist	Recruitment Fair	029	01	Supplemental	60.00
PO16-00535	DOUBLETREE ONTARIO	Aeries Conf Hotel Stay for E. Lopez	023	01	State Lottery	192.75
PO16-00536	MCCT, Inc	replacement phones	029	01	State Lottery	380.00
PO16-00537	ACCREDITING COMMISS	Annual Installment	011	01	UNRESTRICTED R	2,610.00
PO16-00538	CDW-G	Head sets for all 4 ELD Carts.Per Quote #1BLMH4Z	023	01	Title III Limit	4,589.72
PO16-00539	SOUTH COUNTY NEWSP/	Bid Advertising	009	01	Ongoing & Major	2,390.00
PO16-00540	CDW-G	Projector light bulbs	021	01	State Lottery	589.67
PO16-00541	OFFICE DEPOT BUSINE	Paper Supply	021	01	State Lottery	313.45
PO16-00542	eSellerate, Mindvis	Software	029	01	UNRESTRICTED R	1,750.00
PO16-00543	NOVELL Tech Subscri	Novell Support	029	01	UNRESTRICTED R	3,500.00
PO16-00544	JOSTENS CORP	diploma covers	022	01	State Lottery	568.77
PO16-00545	1 Online Tutoring L	Supplemental Educational Services 2015-16	029	01	IASA-Title I Ba	4,867.50
PO16-00546	CASEY PRINTING, INC	diploma paper	022	01	State Lottery	41.70
PO16-00547	DATAFLOW BUSINESS S	copier staples	022	01	State Lottery	88.59
PO16-00548	Progress Adviser, I	LCAP Subscription and Contract	029	01	UNRESTRICTED R	2,137.00
PO16-00549	APPLE COMPUTER	lpad--sped student at GHS	022	01	Special Educati	50.00
PO16-00550	SAFEWAY INC	State Administrator supplies for meetings	029	01	UNRESTRICTED R	300.00
PO16-00551	NCS Pearson, Inc	Certification Licenses	029	01	Supplemental	3,875.00
PO16-00552	Riddell All America	Football reconditioning	021	01	UNRESTRICTED R	4,973.07
PO16-00553	Univ Enterprises Co	Reg. Courageous Creativity Edu Conf D. Moirao	029	01	UNRESTRICTED R	450.00
PO16-00554	CA City School Sup.	2016 CCSS Spring Conf.	009	01	UNRESTRICTED R	150.00
Total						506,185.11

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

ESCAPE ONLINE

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

SUBJECT: Approval of Third Quarterly Williams Report

MEETING: March 23, 2016

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 lawsuit. Attached is the third report for this school year.

Recommendation:

The recommendation is being made for the State Administrator to approve the Williams 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
 (Please check one) January 2016
 April 2016
 July 2016

Date for information to be reported publicly at governing board meeting: March 23, 2016

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

Print Name of State Administrator

Signature of State Administrator

March 23, 2016

Date

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

SUBJECT: Site Enrollment, Attendance and Referral Statistics

MEETING: March 23, 2016

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 February 2016.

Recommendation:

This is an information item only.

Fiscal Impact:


None

Submitted By:



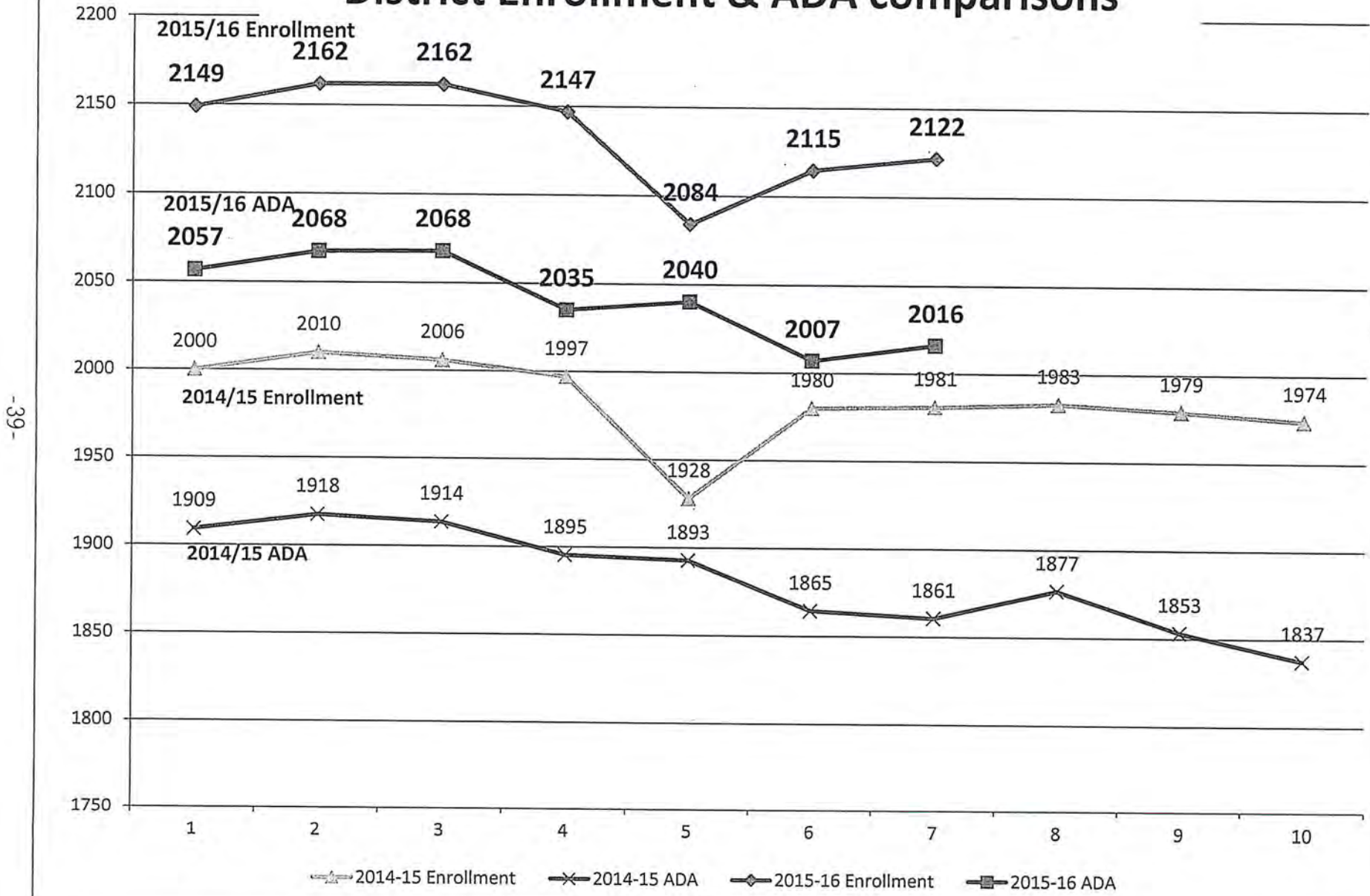
Duane Wolgamott
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

District Enrollment & ADA comparisons



Totals

KCHS 2014-15	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	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%	

KCHS 2015-16	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	1018.00	1019.00	1013.00	1000.00	975.00	985.00	989.00	0.00	0.00	0.00	0.00
Total ADA	982.80	981.79	975.63	950.07	960.13	932.79	934.84	0.00	0.00	0.00	0.00
Percentage Attendance	96.54%	96.35%	96.31%	95.01%	98.47%	94.70%	94.52%				

Totals

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

GHS 2015-16	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	1058.00	1056.00	1056.00	1059.00	1034.00	1042.00	1042.00	0.00	0.00	0.00	0.00
Total ADA	1019.40	1009.10	1006.47	1000.07	1004.53	981.66	992.21	0.00	0.00	0.00	0.00
Percentage Attendance	96.35%	95.56%	95.31%	94.44%	97.15%	94.21%	95.22%				

Totals

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

PBHS 2015-16	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Ending Enrollment	73.00	87.00	93.00	88.00	75.00	88.00	91.00	0.00	0.00	0.00	0.00
Total ADA	54.52	76.61	85.85	84.94	75.56	92.62	89.07	0.00	0.00	0.00	0.00
Percentage Attendance	74.68%	88.06%	92.31%	96.52%	100.75%	105.25%	97.88%				

District

2013-14	1940	1954	1951	1933	1858	1901	1897	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	2149	2162	2162	2147	2084	2115	2122				
ADA	2057	2068	2068	2035	2040	2007	2016				

Enroll Diff 14-15 to 15-16	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
ADA Diff	149.00	152.00	156.00	150.00	156.00	135.00	141.00				
	147.49	149.86	154.14	139.68	147.38	142.51	155.49				

Greenfield High School

3/10/2016

2015-2016

Discipline Distribution Report from 2/1/2016 to 2/29/2016

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)						
		9	10	11	12	F	M	Y	100	200	300	400	600	700	
04 *Assault (E) 48900 (a)(2)	1	-	-	1	-	-	1	1	-	-	-	-	-	-	-
07 *Drugs, Paraphernalia (E)	4	1	-	3	-	1	3	3	-	-	-	-	-	-	1
08 *Drugs, Possession of (E)	3	1	-	2	-	1	2	2	-	-	-	-	-	-	1
10 *Drugs, Use of (E) 48900 (	6	2	-	4	-	1	5	5	-	-	-	-	-	-	1
25 *Weapon, Possession of (	1	1	-	-	-	-	1	1	-	-	-	-	-	-	-
36 Behavior, Defiance (E) 489	1	1	-	-	-	-	1	1	-	-	-	-	-	-	-
45 Dangerous Object	1	1	-	-	-	-	1	1	-	-	-	-	-	-	-
47 Disruption of School Activiti	13	4	6	3	-	-	13	12	-	-	-	-	-	-	1
52 Fighting (E) 48900 (a)(1)	10	2	3	3	2	2	8	9	-	-	-	-	-	-	1
62 Horseplay	4	1	1	2	-	-	4	4	-	-	-	-	-	-	-
41 41 Language, Obscene (E) 48	1	-	1	-	-	-	1	1	-	-	-	-	-	-	-
87 Tobacco, Possession of (E	1	-	-	1	-	-	1	1	-	-	-	-	-	-	-
Totals:	46	14	11	19	2	5	41	41	-	-	-	-	-	-	5

Greenfield High School

03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 1

Month 7 - From 01/25/2016 Through 02/19/2016

Regular Program

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
9	TOTAL	19	303	2	305	3	302	6	306	5795	5483	288.58	94.71%	2	33687	117	287.92
10	TOTAL	19	258	3	261	2	259	28	284	4959	4647	244.58	94.24%	0	28988	117	247.76
11	TOTAL	19	240	0	240	2	238	28	183	4560	4349	228.89	95.96%	0	27261	117	233.00
12	TOTAL	19	206	1	207	1	206	20	169	3933	3744	197.05	95.68%	0	23389	117	199.91
TOTAL 9-12		19	1007	6	1013	8	1005	82	942	19247	18223	959.11	95.08%	2	113325	117	968.59
PROGRAM		19	1007	6	1013	8	1005	82	942	19247	18223	959.11	95.08%	2	113325	117	968.59

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Principal Signature

Date

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Greenfield High School

03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 2

Month 7 - From 01/25/2016 Through 02/19/2016

Program H Home-Hospital

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
9	TOTAL	19	0	2	2	0	2	15	0	38	23	1.21	100.00%	0	102	117	0.87
11	TOTAL	19	1	0	1	0	1	0	0	19	19	1.00	100.00%	0	160	117	1.37
12	TOTAL	19	2	0	2	1	1	4	0	38	34	1.79	100.00%	0	102	117	0.87
TOTAL 9-12		19	3	2	5	1	4	19	0	95	76	4.00	100.00%	0	364	117	3.11
PROGRAM		19	3	2	5	1	4	19	0	95	76	4.00	100.00%	0	364	117	3.11

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Principal Signature

Date

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Greenfield High School

03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 3

Month 7 - From 01/25/2016 Through 02/19/2016

Program I Independent Study

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
10	TOTAL	19	2	1	3	0	3	1	18	57	38	2.00	67.86%	0	137	117	1.17
11	TOTAL	19	3	1	4	0	4	1	11	76	64	3.37	85.33%	0	485	117	4.15
12	TOTAL	19	1	0	1	0	1	0	0	19	19	1.00	100.00%	0	340	117	2.91
TOTAL 9-12		19	6	2	8	0	8	2	29	152	121	6.37	80.67%	0	962	117	8.22
PROGRAM		19	6	2	8	0	8	2	29	152	121	6.37	80.67%	0	962	117	8.22

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Principal Signature

Date

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

Greenfield High School

03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 4

Month 7 - From 01/25/2016 Through 02/19/2016

Program T SDC Transitional Program

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
9	TOTAL	19	3	0	3	0	3	0	3	57	54	2.84	94.74%	0	305	117	2.61
10	TOTAL	19	8	0	8	0	8	0	8	152	144	7.58	94.74%	0	875	117	7.48
11	TOTAL	19	1	0	1	0	1	0	5	19	14	0.74	73.68%	0	104	117	0.89
12	TOTAL	19	6	0	6	0	6	0	24	114	90	4.74	78.95%	0	606	117	5.18
TOTAL 9-12		19	18	0	18	0	18	0	40	342	302	15.89	88.30%	0	1890	117	16.15
PROGRAM		19	18	0	18	0	18	0	40	342	302	15.89	88.30%	0	1890	117	16.15

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Principal Signature _____

Date _____

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03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 1

Month 7 - From 01/25/2016 Through 02/19/2016

Program T SDC Transitional Program

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
		Total Apport Attend	Days Taught	Total ADA (N/O)													
12	TOTAL	19	8	0	8	1	7	16	6	152	130	6.84	95.59%	0	899	117	7.68
	TOTAL 9-12	19	8	0	8	1	7	16	6	152	130	6.84	95.59%	0	899	117	7.68
	PROGRAM	19	8	0	8	1	7	16	6	152	130	6.84	95.59%	0	899	117	7.68

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Principal Signature

Date

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King City High School

3/10/2016

2015-2016

Discipline Distribution Report from 2/1/2016 to 2/29/2016

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)	2	-	1	1	-	-	2	2	-	-	-	-	-	-
10 *Drugs, Use of (E) 48900 (	1	1	-	-	-	1	-	1	-	-	-	-	-	-
38 Behavior, Disruptive (E) 48	2	1	-	1	-	1	1	2	-	-	-	-	-	-
47 Disruption of School Activiti	3	1	2	-	-	1	2	3	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	1	-	-	1	-	-	1	1	-	-	-	-	-	-
Totals:	9	3	3	3	-	3	6	9	-	-	-	-	-	-

King City High School

03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 1

Month 7 - From 01/25/2016 Through 02/19/2016

Regular Program

Grade Tchr Level No.	A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Actual Days (A*D)	J Total Apport Attend (A*D)-G-H	K Total A.D.A. (J/A)	L Percent Attend J/(A*D)-G	M Loss at End of Last School Day	YEAR TO DATE		
														N	O	P
														Total Apport Attend	Days Taught	Total ADA (N/O)
9 TOTAL	19	248	3	251	3	248	63	206	4769	4500	236.84	95.62%	0	28015	117	239.44
10 TOTAL	19	259	1	260	2	258	44	252	4940	4644	244.42	94.85%	0	29764	117	254.39
11 TOTAL	19	220	1	221	1	220	20	212	4199	3967	208.79	94.93%	0	25928	117	221.61
12 TOTAL	19	200	4	204	5	199	84	199	3876	3593	189.11	94.75%	0	22518	117	192.46
TOTAL 9-12	19	927	9	936	11	925	211	869	17784	16704	879.16	95.05%	0	106225	117	907.91
PROGRAM	19	927	9	936	11	925	211	869	17784	16704	879.16	95.05%	0	106225	117	907.91

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Principal Signature

Date

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King City High School

03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 2

Month 7 - From 01/25/2016 Through 02/19/2016

Program C Concurrent

Grade Tchr Level No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
														Total Apport Attend	Days Taught	Total ADA (N/O)
11 TOTAL	19	1	0	1	0	1	0	2	19	17	0.89	89.47%	0	103	117	0.88
TOTAL 9-12	19	1	0	1	0	1	0	2	19	17	0.89	89.47%	0	103	117	0.88
PROGRAM	19	1	0	1	0	1	0	2	19	17	0.89	89.47%	0	103	117	0.88

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Principal Signature _____

Date _____

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King City High School

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 4

Month 7 - From 01/25/2016 Through 02/19/2016

Program I Independent Study

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
10	TOTAL	19	3	0	3	0	3	0	16	57	41	2.16	71.93%	0	252	117	2.15
11	TOTAL	19	2	1	3	0	3	6	15	57	36	1.89	70.59%	0	193	117	1.65
12	TOTAL	19	7	4	11	0	11	10	41	209	158	8.32	79.40%	0	647	117	5.53
	TOTAL 9-12	19	12	5	17	0	17	16	72	323	235	12.37	76.55%	0	1092	117	9.33
	PROGRAM	19	12	5	17	0	17	16	72	323	235	12.37	76.55%	0	1092	117	9.33

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

King City High School

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 5

Month 7 - From 01/25/2016 Through 02/19/2016

Program T SDC Transitional Program

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
9	TOTAL	19	26	0	26	0	26	0	15	494	479	25.21	96.96%	0	2989	117	25.55
10	TOTAL	19	6	0	6	0	6	0	15	114	99	5.21	86.84%	0	645	117	5.51
11	TOTAL	19	2	0	2	0	2	0	3	38	35	1.84	92.11%	0	227	117	1.94
12	TOTAL	19	8	0	8	0	8	0	12	152	140	7.37	92.11%	0	888	117	7.59
TOTAL 9-12		19	42	0	42	0	42	0	45	798	753	39.63	94.36%	0	4749	117	40.59
PROGRAM		19	42	0	42	0	42	0	45	798	753	39.63	94.36%	0	4749	117	40.59

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Principal Signature _____

Date _____

King City High School

03/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY

Page 6

Month 7 - From 01/25/2016 Through 02/19/2016

Program X Fifth year senior

Grade Tchr Level No.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Tchg Days	Enroll- ment Carried Fwd	Gains	Total Enroll- ment (B+C)	Losses	Ending Enroll- ment (D-E)	Days Not Enroll	Days Non- Apport Attend	Actual Days (A*D)	Total Apport Attend (A*D)-G-H	Total A.D.A. (J/A)	Percent Attend J/(A*D)-G	Loss at End of Last School Day	YEAR TO DATE		
														Total Apport Attend	Days Taught	Total ADA (N/O)
12 TOTAL	19	3	0	3	0	3	0	4	57	53	2.79	92.98%	0	320	117	2.74
TOTAL 9-12	19	3	0	3	0	3	0	4	57	53	2.79	92.98%	0	320	117	2.74
PROGRAM	19	3	0	3	0	3	0	4	57	53	2.79	92.98%	0	320	117	2.74

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Principal Signature _____

Date _____

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

Portola-Butler Contin. High School

3/10/2016

2015-2016

Discipline Distribution Report from 2/1/2016 to 2/29/2016

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	
38 Behavior, Disruptive (E) 48	2	-	-	1	1	-	2	2	-	-	-	-	-	-	-
47 Disruption of School Activiti	1	1	-	-	-	-	1	1	-	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	3	1	-	1	1	-	3	3	-	-	-	-	-	-	-
Totals:	6	2	-	2	2	-	6	6	-	-	-	-	-	-	-

Portola-Butler Contin. High School

3/10/2016

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2015-2016

MONTHLY ATTENDANCE SUMMARY/CONTINUATION

Page 1

Month 7 - From 01/25/2016 Through 02/19/2016

Regular Program												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enroll-ment Carried Forward	Gains	Total Enroll-ment (B+C)	Losses	Ending Enroll-ment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
10 TOTAL	19	1	0	1	0	1	0	57.00	36.00	0.00	36.00	0.63
11 TOTAL	19	29	3	32	4	28	69	1608.00	1563.00	57.80	1620.80	28.44
12 TOTAL	19	46	2	48	2	46	53	2568.00	2511.46	97.71	2609.17	45.77
PROGRAM TOTAL	19	76	5	81	6	75	122	4233.00	4110.46	155.51	4265.97	74.84

Program I Independent Study												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enroll-ment Carried Forward	Gains	Total Enroll-ment (B+C)	Losses	Ending Enroll-ment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
10 TOTAL	19	4	1	5	0	5	12	249.00	240.00	9.00	249.00	4.37
11 TOTAL	19	1	2	3	0	3	12	135.00	131.40	0.60	132.00	2.32
PROGRAM TOTAL	19	5	3	8	0	8	24	384.00	371.40	9.60	381.00	6.68

Program X Fifth year senior												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enroll-ment Carried Forward	Gains	Total Enroll-ment (B+C)	Losses	Ending Enroll-ment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
12 TOTAL	19	7	1	8	0	8	7	435.00	427.00	3.33	430.33	7.55
PROGRAM TOTAL	19	7	1	8	0	8	7	435.00	427.00	3.33	430.33	7.55

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

SUBJECT: Revenue and Expenditures Report for 2015-16

MEETING: March 23, 2016

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 (February 29, 2016) Revenues and Expenditures Report for each fund.

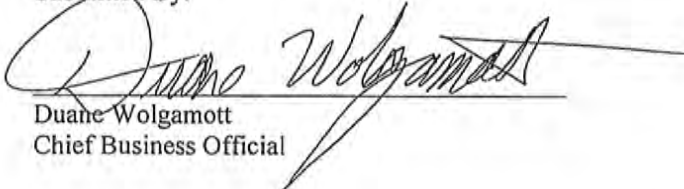
Recommendation:

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 02/29/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
LCFF Revenue Sources	(8010-8099)	20,852,634.00	14,343,393.91		6,509,240.09	31%
Federal Revenue	(8100-8299)	1,187,748.00	344,431.79		843,316.21	71%
Other State Revenue	(8300-8599)	3,649,190.00	3,040,644.33		608,545.67	17%
Other Local Revenue	(8600-8799)	1,657,870.00	1,098,624.57		559,245.43	34%
Total Revenues		27,347,442.00	18,827,094.60		8,520,347.40	31%
EXPENDITURES						
Certificated Salaries	(1000-1999)	8,742,257.00	5,313,572.45	.00	3,428,684.55	39%
Classified Salaries	(2000-2999)	2,782,198.00	1,685,679.89	.00	1,096,518.11	39%
Employee Benefits	(3000-3999)	3,906,782.00	2,289,224.45	.00	1,617,557.55	41%
Books and Supplies	(4000-4999)	2,285,625.00	1,378,591.21	301,249.64	605,784.15	27%
Services & Operating Expenses	(5000-5999)	6,932,344.00	2,240,310.43	1,163,438.16	3,528,595.41	51%
Capital Outlay	(6000-6999)	138,793.00	52,658.94	58,451.83	27,682.23	20%
Other Outgo	(7100-7299, 7400-7499)	1,624,529.00	1,506,053.97	.00	118,475.03	7%
Transfer of Indirect Costs	(7300-7399)	(4.00)	.00	.00	(4.00)	100%
Total Expenditures		26,412,524.00	14,466,091.34	1,523,139.63	10,423,293.03	39%
Operating Surplus/(Deficit)		934,918.00	4,361,003.26	2,837,863.63		
Beginning Fund Balance		5,941,082.00	5,776,778.20	5,776,778.20		
Net Ending Fund Balance		6,876,000.00	10,137,781.46	8,614,641.83		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	6,876,000.00	.00			
	Ending Fund Balance	6,876,000.00	.00			

Fund 11 - Adult Education Fund		Fiscal Year 2016 through 02/29/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other State Revenue	(8300-8599)	78,500.00	.00		78,500.00	100%
Total Revenues		78,500.00	.00		78,500.00	100%
EXPENDITURES						
Certificated Salaries	(1000-1999)	41,276.00	.00	.00	41,276.00	100%
Classified Salaries	(2000-2999)	4,884.00	.00	.00	4,884.00	100%
Employee Benefits	(3000-3999)	8,790.00	.00	.00	8,790.00	100%
Books and Supplies	(4000-4999)	17,192.00	1,689.48	10,657.54	4,844.98	28%
Services & Operating Expenses	(5000-5999)	6,558.00	360.00	6,197.13	0.87	0%
Total Expenditures		78,700.00	2,049.48	16,854.67	59,795.85	76%
Operating Surplus/(Deficit)		(200.00)	(2,049.48)	(18,904.15)		
Net Ending Fund Balance		(200.00)	(2,049.48)	(18,904.15)		
	<i>*** calculated ***</i>					
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	(200.00)	.00			
	Ending Fund Balance	(200.00)	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2016 through 02/29/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Federal Revenue	(8100-8299)	455,000.00	218,322.63		236,677.37	52%
Other State Revenue	(8300-8599)	36,500.00	16,456.66		20,043.34	55%
Other Local Revenue	(8600-8799)	164,971.00	28,192.75		136,778.25	83%
Total Revenues		656,471.00	262,972.04		393,498.96	60%
EXPENDITURES						
Classified Salaries	(2000-2999)	126,183.00	80,289.33	.00	45,893.67	36%
Employee Benefits	(3000-3999)	79,752.00	39,664.60	.00	40,087.40	50%
Books and Supplies	(4000-4999)	429,754.00	252,597.57	61,578.55	115,577.88	27%
Services & Operating Expenses	(5000-5999)	17,341.00	8,716.77	3,914.64	4,709.59	27%
Total Expenditures		653,030.00	381,268.27	65,493.19	206,268.54	32%
Operating Surplus/(Deficit)		3,441.00	(118,296.23)	(183,789.42)		
Beginning Fund Balance		150,936.00	150,935.39	150,935.39		
Net Ending Fund Balance		154,377.00	32,639.16	(32,854.03)		
	<i>*** calculated ***</i>					
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	154,377.00	.00			
	Ending Fund Balance	154,377.00	.00			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2016 through 02/29/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	16,266.00	16,264.43		1.57	0%
Total Revenues		16,266.00	16,264.43		1.57	0%
Operating Surplus/(Deficit)		16,266.00	16,264.43	16,264.43		
Beginning Fund Balance		2,997,390.00	2,997,389.10	2,997,389.10		
Net Ending Fund Balance		3,013,656.00	3,013,653.53	3,013,653.53		
	<i>*** calculated ***</i>					
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	3,013,656.00	.00			
	Ending Fund Balance	3,013,656.00	.00			

Fund 25 - Capital Facilities Fund		Fiscal Year 2016 through 02/29/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	174,685.00	174,456.90		228.10	0%
Total Revenues		174,685.00	174,456.90		228.10	0%
EXPENDITURES						
Books and Supplies	(4000-4999)	10,000.00	9,709.56	.00	290.44	3%
Services & Operating Expenses	(5000-5999)	100,000.00	70,789.29	2,903.97	26,306.74	26%
Other Outgo	(7100-7299, 7400-7499)	105,224.00	105,223.78	.00	0.22	0%
Total Expenditures		215,224.00	185,722.63	2,903.97	26,597.40	12%
Operating Surplus/(Deficit)		(40,539.00)	(11,265.73)	(14,169.70)		
Beginning Fund Balance		293,696.00	293,695.01	293,695.01		
Net Ending Fund Balance		253,157.00	282,429.28	279,525.31		
<i>*** calculated ***</i>						
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		253,157.00	.00			
Ending Fund Balance		253,157.00	.00			

Fund 35 - School Facility Program (Regul		Fiscal Year 2016 through 02/29/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	18.00	(17.70)		35.70	198%
Total Revenues		18.00	(17.70)		35.70	198%
EXPENDITURES						
Services & Operating Expenses	(5000-5999)	18.00	.00	.00	18.00	100%
Total Expenditures		18.00	.00	.00	18.00	100%
Operating Surplus/(Deficit)		.00	(17.70)	(17.70)		
Net Surplus/(Deficit)		.00	(17.70)	(17.70)		
Net Ending Fund Balance		.00	(17.70)	(17.70)		
<i>*** calculated ***</i>						

Fund 56 - Debt Service Fund		Fiscal Year 2016 through 02/29/2016			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,728.00	1,248,727.02	1,248,727.02		
Net Ending Fund Balance	1,248,728.00	1,248,727.02	1,248,727.02		
<i>*** calculated ***</i>					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	1,248,728.00	.00			
Ending Fund Balance	1,248,728.00	.00			

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

SUBJECT: Cashflow Summary Report for 2015-16
(thru February 2016)

MEETING: March 23, 2016

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
- X _____ Develop/Sustain Fiscal Crisis Long-Term Solution
- _____ Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
- _____ Ensure that Facilities are Safe for Staff and Students
- X _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Cashflow Summary Report - 2015/16 Fiscal Year (as of February 29, 2016).

- Fund 01 – General Fund
- Fund 11 – Adult Education
- 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 February

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		5,705,174.18	5,737,542.47	5,748,226.65	6,532,560.31	8,647,808.15	7,267,990.46
B. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019		1,810,324.00	1,810,324.00	2,537,808.00	1,810,324.00		727,484.00
Property Taxes	8020-8079				21,909.55	195,217.77	37,729.56	2,914,758.83
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299					65,158.79		108,197.00
Other State Revenues	8300-8599					1,973,244.69	131,681.00	430,387.00
Other Local Revenues	8600-8799		324.39	48,779.68	156,424.69	151,664.70	77,231.22	10,494.49
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	1,809,999.61	1,859,103.68	2,716,142.24	4,195,609.95	246,641.78	4,191,321.32
C. DISBURSEMENTS								
Certificated Salaries	1000-1999		111,989.97	711,872.60	761,000.57	744,932.84	745,477.19	771,109.66
Classified Salaries	2000-2999		140,844.81	195,835.05	208,896.74	216,105.67	218,643.14	267,047.68
Employee Benefits	3000-3999		109,182.21	306,839.45	306,586.65	304,773.39	307,468.04	320,461.92
Books and Supplies	4000-4999		201,887.88	272,570.16	180,711.92	213,673.28	196,222.78	82,646.84
Services	5000-5999		90,289.84	146,970.84	325,202.39	341,011.83	263,639.90	412,060.36
Capital Outlay	6000-6599							
Other Outgo	7000-7499		13,134.76	13,134.76	21,434.58	21,787.39	19,129.53	1,050.12
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	667,329.47	1,647,222.86	1,803,832.85	1,842,284.40	1,750,580.58	1,854,376.58
D. BALANCE SHEET ITEMS								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	1,004,965.44	244,849.07	244,849.07	244,849.07	251,626.31		
Accounts Receivable	9200-9299	975,344.48	120,602.28	56,055.00	137,234.65	111,691.93		222,446.00
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
SUBTOTAL ASSETS		1,980,309.92	124,246.79	188,794.07	107,614.42	139,934.38	.00	222,446.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 8, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through February		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
Liabilities and Deferred Inflows								
Accounts Payable	9500-9599	1,673,150.14	986,055.06-	12,599.11-	20,212.77-	26,883.47-	124,121.11	30,136.06
Due To Other Funds	9610	4,927.57				4,927.57-		
Current Loans	9640							
Unearned Revenues	9650	66,332.19				66,332.19-		
Deferred Inflows of Resrcs	9690							
Undefined Objects								
SUBTOTAL LIABILITIES		1,744,409.90	986,055.06-	12,402.57-	20,361.31-	98,143.33-	124,121.11	30,136.06
Nonoperating								
Suspense Clearing	9910			196.54	148.54-	.10-		
TOTAL BALANCE SHEET ITEMS		235,900.02-	1,110,301.85-	201,196.64-	127,975.73-	238,077.71-	124,121.11	252,582.06
E. NET INCREASE/DECREASE								
B - C + D			32,368.29	10,684.18	784,333.66	2,115,247.84	1,379,817.69-	2,589,526.80
F. ENDING CASH (A + E)			5,737,542.47	5,748,226.65	6,532,560.31	8,647,808.15	7,267,990.46	9,857,517.26
G. Ending Cash, Plus Cash Accruals and Adjustments								

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Fund 01 - Actuals through February **Fiscal Year 2015/16**

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	9,857,517.26	9,683,379.62						
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment	8010-8019	724,130.00	1,391,485.50					10,811,879.50	15,313,309.00
Property Taxes	8020-8079	223,836.36	138,062.34					3,531,514.41	5,539,325.00
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299	16,348.00	154,728.00					344,431.79	1,187,748.00
Other State Revenues	8300-8599	619,009.74	113,678.10					3,040,644.33	3,649,190.00
Other Local Revenues	8600-8799	403,977.39	250,376.79					1,098,624.57	1,657,870.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		1,987,301.49	1,820,974.53	.00	.00	.00	.00	18,827,094.60	27,347,442.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	739,927.11	727,262.51					5,313,572.45	8,742,257.00
Classified Salaries	2000-2999	221,561.49	216,745.31					1,685,679.89	2,782,198.00
Employee Benefits	3000-3999	316,591.23	317,321.56					2,289,224.45	3,906,782.00
Books and Supplies	4000-4999	164,181.08	66,697.27					1,378,591.21	2,285,625.00
Services	5000-5999	320,422.25	340,713.02					2,240,310.43	6,932,344.00
Capital Outlay	6000-6599		52,658.94					52,658.94	138,793.00
Other Outgo	7000-7499	1,367,942.10	48,440.73					1,506,053.97	1,624,525.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		3,130,625.26	1,769,839.34	.00	.00	.00	.00	14,466,091.34	26,412,524.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	1,050,469.52						64,296.00	
Accounts Receivable	9200-9299	136,036.31	212,802.31					996,868.48	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		1,186,505.83	212,802.31	.00	.00	.00	.00	1,061,164.48	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 8, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through February		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	53,013.80-	574,941.22-					1,519,448.26-	
Due To Other Funds	9610							4,927.57-	
Current Loans	9640								
Unearned Revenues	9650							66,332.19-	
Deferred Inflows of Resrcs	9690								
Undefined Objects		164,296.00-						164,296.00-	
SUBTOTAL LIABILITIES		217,319.70-	574,979.22-	.00	.00	.00	.00	1,755,004.02-	
<u>Nonoperating</u>									
Suspense Clearing	9910	9.90-	38.00-						
TOTAL BALANCE SHEET ITEMS		969,186.13	362,176.91-	.00	.00	.00	.00	693,839.54-	
E. NET INCREASE/DECREASE									
B - C + D		174,137.64-	311,041.72-	.00	.00	.00	.00	3,667,163.72	934,918.00
F. ENDING CASH (A + E)		9,683,379.62	9,372,337.90						
G. Ending Cash, Plus Cash Accruals and Adjustments									

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	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH									
	9110		.00	.00	.00	.00	.00	.00	.00
B. RECEIPTS									
LCFF Revenue Sources									
	8010-8019								
	8020-8079								
	8080-8099								
Miscellaneous Funds									
	8100-8299								
Federal Revenues									
	8300-8599								
Other State Revenues									
	8600-8799								
Other Local Revenues									
	8910-8929								
Interfund Transfers In									
	8930-8979								
All Other Financing Sources									
Underfined Objects									
TOTAL RECEIPTS									
			.00	.00	.00	.00	.00	.00	.00
C. DISBURSEMENTS									
Certificated Salaries									
	1000-1999								
	2000-2999								
Classified Salaries									
	3000-3999								
Employee Benefits									
	4000-4999								
Grants and Supplies									
	5000-5999								
Invoices									
	6000-6599								
Capital Outlay									
	7000-7499								
Other Outgo									
	7600-7629								
Interfund Transfers Out									
	7630-7699								
All Other Financing Uses									
Underfined Objects									
TOTAL DISBURSEMENTS									
			.00	.00	.00	.00	.00	.00	.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury									
	9111-9199								
Accounts Receivable									
	9200-9299								
Due From Other Funds									
	9310								
Stores									
	9320								
Prepaid Expenditures									
	9330								
Other Current Assets									
	9340								
Deferred Outflows of Resrcs									
	9490								
Underfined Objects									
SUBTOTAL ASSETS									
			.00	.00	.00	.00	.00	.00	.00
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 8, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 11 - Actuals through February

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		.00	.00	.00	.00	.00	.00
B. RECEIPTS								
LCFF Revenue Sources								
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 Outlay	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 ITEMS								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199							
Accounts Receivable	9200-9299							
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
SUBTOTAL ASSETS		.00	.00	.00	.00	.00	.00	.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 8, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 11 - Actuals through February		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		.00	.00	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE			.00	.00	.00	.00	.00	.00	
F. ENDING CASH (A + E)			.00	.00	.00	.00	.00	.00	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 11 - Actuals through February		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	.00	.00						
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								78,500.00
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	78,500.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								41,276.00
Classified Salaries	2000-2999								4,884.00
Employee Benefits	3000-3999								8,790.00
Supplies and Services	4000-4999		1,689.48					1,689.48	17,192.00
Services	5000-5999		360.00					360.00	6,558.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	2,049.48	.00	.00	.00	.00	2,049.48	78,700.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		.00	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 8, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 11 - Actuals through February		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		.00	.00	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE									
B - C + D		.00	2,049.48-	.00	.00	.00	.00	2,049.48-	200.00-
F. ENDING CASH (A + E)		.00	2,049.48-						
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 13 - Actuals through February

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		152,156.25	139,254.05	105,828.88	71,872.94	19,058.60	31,377.56-	
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299			11,664.28	6,315.75				
Other State Revenues	8300-8599			502.20	455.34				
Other Local Revenues	8600-8799			404.19	29,000.00	64.80		208.68	
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	12,570.67	35,771.09	64.80	.00	208.68	
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999		4,991.28	8,856.94	14,499.97	11,323.17	11,482.69	9,966.71	
Employee Benefits	3000-3999		1,086.86	5,302.60	6,121.77	5,461.67	5,589.64	5,422.31	
Books and Supplies	4000-4999		2,509.64	31,171.61	46,461.83	35,288.74	32,983.97	46,223.45	
Services	5000-5999		1,562.33	664.69	2,708.26	740.76	379.86	501.19	
Capital Outlay	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	69,791.83	52,814.34	50,436.16	62,113.66	
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	51.49-							
Accounts Receivable	9200-9299	1,479.74-			64.80	64.80-			
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		1,531.23-	.00	.00	64.80	64.80-	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 8, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through February		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	2,752.09	2,752.09-						
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		2,752.09	2,752.09-	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		1,220.86	2,752.09-	.00	64.80	64.80-	.00	.00	
E. NET INCREASE/DECREASE									
B - C + D			12,902.20-	33,425.17-	33,955.94-	52,814.34-	50,436.16-	61,904.98-	
F. ENDING CASH (A + E)									
			139,254.05	105,828.88	71,872.94	19,058.60	31,377.56-	93,282.54-	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 13 - Actuals through February **Fiscal Year 2015/16**

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	93,282.54-	134,818.90-						
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299		200,342.60					218,322.63	455,000.00
Other State Revenues	8300-8599		15,499.12					16,456.66	36,500.00
Other Local Revenues	8600-8799		1,484.92-					28,192.75	164,971.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	214,356.80	.00	.00	.00	.00	262,972.04	656,471.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999	9,975.27	9,193.30					80,289.33	126,183.00
Employee Benefits	3000-3999	5,381.23	5,298.52					39,664.60	79,752.00
Supplies and Services	4000-4999	24,500.09	33,458.24					252,597.57	429,754.00
Services	5000-5999	1,679.77	479.91					8,716.77	17,341.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		41,536.36	48,429.97	.00	.00	.00	.00	381,268.27	653,030.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299		1,479.74					1,479.74	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		.00	1,479.74	.00	.00	.00	.00	1,479.74	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 8, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through February		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599							2,752.09-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	2,752.09-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		.00	1,479.74	.00	.00	.00	.00	1,272.35-	
E. NET INCREASE/DECREASE									
B - C + D		41,536.36-	167,406.57	.00	.00	.00	.00	119,568.58-	3,441.00
F. ENDING CASH (A + E)		134,818.90-	32,587.67						
G. Ending Cash, Plus Cash Accruals and Adjustments									

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

SUBJECT: Consolidated Application Report

MEETING: March 23, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

The District is required to file Consolidated Application Reports several times during the fiscal year to account for expenditures of Federal Categorical Program Funds. The attached forms are the February 2016 Consolidated Application Reports filed by the District.

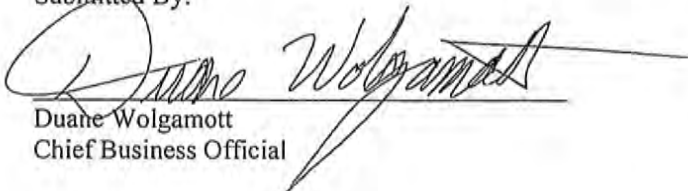
Recommendation:

This is an information item only.


Fiscal Impact:

There is \$3,344 in 2013-14 Title III – Immigrant funds that were not spent. The timeline for having expended these funds has passed and the California Department of Education will be invoicing the District for the return of these funds.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)
 South Monterey County Joint Union High (27 66068 0000000)

Data Entry Forms

Below is a list of data entry forms that are open for editing. Certified data that is no longer editable can be viewed in the Reports section.

Filter by Fiscal Year: By Program: By Status:

33 Editable Data Collection(s) found.

Fiscal Year 2013-14	Deadline	Status
<u>Title I, Part A Closeout Report</u>	February 29, 2016	None
<u>Title II, Part A Fiscal Year Expenditure Report, Closeout 27 Months</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 10:07 AM ✓
<u>Title III, Part A Immigrant YTD Expenditure Report, 27 Months</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 10:07 AM ✓
<u>Title III, Part A LEP YTD Expenditure Report, 27 Months</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 10:07 AM ✓

Fiscal Year 2014-15	Deadline	Status
<u>Economic Impact Aid Carryover</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 10:07 AM
<u>Title I, Part A Carryover</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 10:07 AM ✓
<u>Title III, Part A Immigrant YTD Expenditure Report, 18 Months</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 10:07 AM ✓
<u>Title III, Part A LEP YTD Expenditure Report, 18 Months</u>	February 29, 2016	✓

		Certified kdwolgamott, 2/16/2016 10:07 AM ✓
Fiscal Year 2015-16	Deadline	Status
<u>Certification of Assurances</u>	June 30, 2015	Certified kdwolgamott, 6/19/2015 5:31 PM
<u>Protected Prayer Certification</u>	June 30, 2015	Certified kdwolgamott, 6/19/2015 5:32 PM
<u>Application for Funding</u>	June 30, 2015	Certified kdwolgamott, 6/19/2015 5:34 PM
<u>School Student Counts, Projected</u>	June 30, 2015	Certified kdwolgamott, 6/19/2015 5:35 PM
<u>School Student Counts, Actuals</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 11:49 AM ✓
<u>Other ESEA Nonprofit Private School Participation</u>	June 30, 2015	Certified kdwolgamott, 6/19/2015 5:35 PM
<u>Economic Impact Aid School Funding Plan</u>	June 30, 2015	Certified kdwolgamott, 6/19/2015 5:35 PM
<u>Economic Impact Aid LEA Reservations and School Allocation Calculation</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 11:49 AM ✓
<u>Economic Impact Aid School Allocations</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 11:50 AM ✓
<u>Title I, Part A Notification of Authorization of Schoolwide Program</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 11:50 AM ✓
<u>Federal Transferability</u>	February 29, 2016	None
<u>Title I Part A Nonprofit Private School Participation</u>	June 30, 2015	Certified kdwolgamott, 6/19/2015 5:35 PM
<u>Title I, Part A LEA Allocation</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 11:50 AM ✓
<u>Title I, Part A Reservations, Required</u>	February 29, 2016	Certified kdwolgamott, 2/16/2016 11:50 AM ✓
<u>Title I, Part A Reservations, Allowed</u>	February 29, 2016	✓

		<i>Certified</i> kdwolgammott, 2/16/2016 11:54 AM	✓
<u>Title I, Part A Planned School Allocations</u>	June 30, 2015	<i>Certified</i> kdwolgammott, 6/19/2015 5:35 PM	
<u>Title I, Part A School Allocations</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:54 AM	✓
<u>Title I, Part A Program Improvement Midyear Activity and Expenditure Report</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:55 AM	✓
<u>Title II, Part A LEA Allocations and Reservations</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:55 AM	✓
<u>Title III, Part A Immigrant LEA Allocations</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:55 AM	✓
<u>Title III, Part A Immigrant YTD Expenditure Report, 6 Months</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:55 AM	✓
<u>Title III, Part A LEP LEA Allocations</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:55 AM	✓
<u>Title III, Part A LEP YTD Expenditure Report, 6 Months</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:55 AM	✓
<u>Consolidation of Administrative Funds</u>	February 29, 2016	<i>Certified</i> kdwolgammott, 2/16/2016 11:55 AM	
<u>Substitute System for Time Accounting</u>	June 30, 2015	<i>Certified</i> kdwolgammott, 6/19/2015 5:34 PM	

General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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2013-14 Title II, Part A Fiscal Year Expenditure Report, Closeout 27 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2013 through September 30, 2015.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

2013-14 Title II, Part A final entitlement: \$52,559

2013-14 Title II, Part A total apportionment issued: \$52,559

Professional Development Expenditures

Professional development for teachers:

Professional development for administrators:

Subject matter project:

Other professional development expenditures:

Exams and Test Preparation Expenditures

Exam fees, reimbursement:

Test preparation training and or materials:

Other exam and test preparation expenditures:

Recruitment, Training, and Retaining Expenditures

Recruitment activities:

Hiring incentive and or relocation allotment:

National Board Certification and or stipend:

Verification process for special settings (VPSS):

University course work:

Other recruitment training and retaining expenditures:

Miscellaneous Expenditures

Class size reduction:

Administrative and indirect costs:

Total funds transferred to Title I, Part A:

Other allowable expenditures or encumbrances:

Total expenditures and encumbrances: \$52,559

2013-14 Unspent Funds: \$0
 Note: CDE will invoice the LEA for the amount of 2013-14 unspent funds.

General Comment:
 (Maximum 500 characters)

Last Saved: Duane Wolgamott (kdwolgamott), 2/16/2016 10:07 AM, Certified

Melissa Flemmer, Educator Excellence Office | mflommer@cde.ca.gov | 916-324-5689
 General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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2013-14 Title III, Part A Immigrant YTD Expenditure Report, 27 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2013 through September 20, 2015.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-
 (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2013-14 Title III, Part A Immigrant entitlement:

\$5,133

Object Code - Activity

* 1000-1999 Certificated personnel salaries:

* 2000-2999 Classified personnel salaries:

* 3000-3999 Employee benefits:

* 4000-4999 Books and supplies:

* 5000-5999 Services and other operating expenditures:

* Administrative and indirect costs:

Total year-to-date expenditures: \$1,789

2013-14 Unspent funds: \$3,344

Note: CDE will invoice the LEA for the amount of 2013-14 unspent funds.

General comment:
(Maximum 500 characters)

Last Saved: Duane Wolgamott (kdwolgamott), 2/16/2016 10:07 AM, Certified

Patty Stevens, Language Policy and Leadership Office | pstevens@cde.ca.gov | 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office | gndirang@cde.ca.gov | 916-323-5831
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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2013-14 Title III, Part A LEP YTD Expenditure Report, 27 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2013 through September 30, 2015.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures. (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction. (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services. (5) Improving the English proficiency and academic achievement of limited English proficient children. (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2013-14 Title III, Part A LEP entitlement: \$55,403

Object Code - Activity

* 1000-1999 Certificated personnel salaries:

* 2000-2999 Classified personnel salaries:

* 3000-3999 Employee benefits:
* 4000-4999 Books and supplies:
* 5000-5999 Services and other operating expenditures:
* Administrative and indirect costs:

Total year-to-date expenditures: \$55,403

2013-14 Unspent funds: \$0
Note: CDE will invoice the LEA for the amount of 2013-14 unspent funds.

General comment:
(Maximum 500 characters)

Last Saved: Duane Wolgamott (kdwolgamott), 2/16/2016 10:07 AM, Certified

Patty Stevens, Language Policy and Leadership Office | pstevens@cde.ca.gov | 916-323-5838
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Mindi Yates, Title I Policy and Program Guidance Office | myates@cde.ca.gov | 916-319-0789
Rina DeRose, Title I Policy and Program Guidance Office | RDeRose@cde.ca.gov | 916-323-0472
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2014-15 Title III, Part A Immigrant YTD Expenditure Report, 18 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through December 31, 2015.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2014-15 Title III, Part A Immigrant entitlement: \$4,555

2014-15 Title III, Part A supplemental Immigrant entitlement: \$1,359

Object Code - Activity

* 1000-1999 Certificated personnel salaries:	<input type="text" value="0"/>
* 2000-2999 Classified personnel salaries:	<input type="text" value="0"/>
* 3000-3999 Employee benefits:	<input type="text" value="0"/>
* 4000-4999 Books and supplies:	<input type="text" value="348"/>
* 5000-5999 Services and other operating expenditures:	<input type="text" value="0"/>
* Administrative and indirect costs:	<input type="text" value="0"/>

Total year-to-date expenditures: \$348

2014-15 Unspent funds: \$5,566

General comment:
(Maximum 500 characters)

Last Saved: Duane Wolgamott (kdwolgamott), 2/16/2016 10:07 AM, Certified

Patty Stevens, Language Policy and Leadership Office | pstevens@cde.ca.gov | 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office | gndirang@cde.ca.gov | 916-323-5831
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2014-15 Title III, Part A LEP YTD Expenditure Report, 18 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through December 30, 2015.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures. (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction. (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services. (5) Improving the English proficiency and academic achievement of limited English proficient children. (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2014-15 Title III, Part A LEP entitlement: \$57,928

Object Code - Activity

* 1000-1999 Certificated personnel salaries:

* 2000-2999 Classified personnel salaries:

* 3000-3999 Employee benefits:	<input type="text" value="147"/>
* 4000-4999 Books and supplies:	<input type="text" value="10208"/>
* 5000-5999 Services and other operating expenditures:	<input type="text" value="30553"/>
* Administrative and indirect costs:	<input type="text" value="0"/>
Total year-to-date expenditures:	\$41,965
2014-15 Unspent funds:	\$15,963

General comment:
(Maximum 500 characters)

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2015-16 School Student Counts, Actuals

The purpose of this data collection is to allow the LEA to select allowable ranking and funding options and to enter school level student data. The information entered will be used to calculate eligibility and ranking for Economic Impact Aid and or Title I Part A school allocations.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

* Group By Grade Span: No Yes

* Select a Low Income Measure:

The following ranking determinations are only applicable to Economic Impact Aid.

Funding Method: SCE/LEP LEP Only

Note:

The columns and student count options displayed below are based on the selections made above. They are also displayed based on the school type and whether or not the school qualifies for Economic Impact Aid funding via the ConApp.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Qualifies for EIA	* Student Enrollment	Low Income Students	LEP Students
Portola-Butler Continuation High	2730083	9	12	3	Y	77	46	31
Greenfield High	2730174	9	12	3	Y	1058	749	322
King City High	2732170	9	12	3	Y	996	706	191

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2015-16 Economic Impact Aid LEA Reservations and School Allocation Calculation

The purpose of this data collection is to collect carryover, make allowable reservations at the LEA level and to determine the amount available for 2015-16 school-level allocations.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Carryover Reporting

Carryover:
(As reported in 2014-15 Economic Impact Aid Carryover.)

\$697,110

Repayment of funds:

Repayment of funds comment:
Provide an explanation of why repayment dollars were added back to the EIA allocation (maximum 500 characters).

Total carryover:

\$697,110

Reservations and School Allocation Calculation

Indirect cost reserves:
(Amount cannot exceed 3% of the total carryover amount.)

Administrative evaluation:
(Amount cannot exceed 10% of the total carryover amount.)

69711

LEA activities reservation:
(Amount cannot exceed 2% of the total carryover amount.)

13940

Alternative reservation:
(Reservation is only valid if SCE allocations will be made. Amount cannot exceed 25% of the total carryover amount.)

0

2015-16 school allocation: \$592,549

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2015-16 Economic Impact Aid School Allocations

The purpose of this data collection is to allocate Economic Impact Aid funds to schools.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Funding method: LEP Only

Total EIA allocation: \$592,549

* Allocation method:
 Manually entered dollar value
 Fixed per pupil rate

Standard per student LEP rate: \$1,089

School Name	School Code	Grade Span Group	LEP Student Count	LEP Allocation
Portola-Buller Continuation High	2730083	3	31	\$33,759
Greenfield High	2730174	3	322	\$350,791
King City High	2732170	3	191	\$207,999

Total LEP student count: 544

Total LEP student count not SCE funded: 544

Total EDY student count SCE funded: 0

Unallocated amount: \$0

Total LEP allocation: \$592,549

Total SCE allocation: \$0

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Indirect Cost and Administration Calculation Tool

To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on <http://www.cde.ca.gov/fg/acfic/>, below are recommended values.

2015-16 Approved indirect cost rate:	12.49%
Maximum allowable indirect cost reservation:	\$58,556
Recommended administration reservation:	\$20,550

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2015-16 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit school low income students:	NA
Total participating attendance area low income students:	<input type="text" value="1501"/>
Percent of nonprofit private school low income students for equitable service calculations:	0.00% <input type="button" value="Recalculate"/>

Required Reservations

Title I Part A adjusted allocation: \$448,276

Parental Involvement

Parental involvement: \$5,274
 (1% of the entitlement plus transfers-in if greater than \$500,000.)

Supplemental parental involvement:
 (Optional: Additional discretionary set-aside.)

Nonprofit private school parental involvement set-aside: \$0

Amount remaining: \$5,274

Public school parental involvement:

Balance available for LEA parental involvement activities: \$0

Direct and Indirect Services

* Direct or indirect services to homeless children, regardless of their school of attendance:

* Homeless services provided: (Maximum 500 characters)

Local neglected institutions: No Yes
 Does the LEA have local institutions for neglected children or children currently classified as neglected?

Direct or indirect services in local institutions for neglected children:

Local delinquent institutions: No Yes
 Does the LEA have local institutions for delinquent children?

Other neglected or delinquent services:

Program Improvement (PI)

The following reservations are required if the LEA is in Program Improvement, or has one or more schools in Program Improvement.

Public school choice transportation (Choice):

Supplemental educational services (SES):

Parent outreach and assistance for Choice and SES:

2014-15 Unallocated Choice/SES:

Program Improvement general comments: (Maximum 500 characters)

SES and after school tutoring are being offered to students at risk of failing.

Program Improvement (PI) Professional Development

Professional development funds:
Will the LEA use PI school-level professional development funds to help meet the LEA 10% minimum professional development requirement?

No Yes

PI professional development:
(Minimum 10% of the entitlement plus transfers in.)

44827

2014-15 PI professional development carryover:

0

Total PI professional development:

\$44,827

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2015-16 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Allowed Reservations

Professional Development for Highly Qualified Teachers and Paraprofessionals

Professional development for highly qualified teachers and paraprofessionals:

Nonprofit private school equitable services: \$0

Professional development reserved for public schools: \$0

District-wide Instructional Programs

District-wide instructional programs: (Non-PI activities)

Nonprofit private school equitable services: \$0

District-wide instructional programs for Title I public schools: \$25,000

Other School Programs

Other school programs: Including summer school or intersession

programs or before and after school programs.
 Nonprofit private school equitable services: \$0
 Other school programs reserved for public schools: \$0

Other Allowable Reservations

Salary differentials:
 Preschool programs:
 Capital expenses for nonprofit private schools:

Program Improvement Activities

Teacher incentives and rewards: (Maximum 5% of entitlement after transfers.)
 Professional development of highly qualified teachers:
 Technical assistance to schools:
 Summer school, intersession programs or before and after school programs:

Reservation Summary

Adjusted Allocation:	\$448,276	
Total required reservations:	\$134,883	
Total allowed reservations:	\$25,000	<input type="button" value="Recalculate"/>
Allocations after reservations:	\$288,393	
Total nonprofit private school set-aside:	\$0	
Private nonprofit school Parental Involvement set-aside:	\$0	
Public school Parental Involvement set-aside:	\$5,274	
Amount available for Title I, Part A school allocations:	\$283,119	

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2015-16 Title I, Part A School Allocations

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This data collection is used to indicate the amount of funds to be allocated to eligible schools and for equitable services to students in nonprofit private schools. The school allocations reported are to provide direct services to eligible students.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

- Allowable Exception Reasons**
 a - Meets 35% Low Income Requirement
 c - Funded by Other Allowable Sources
 d - Desegregation Waiver on File
 e - Grandfather Provision
 f - Feeder Pattern
 g - Local Funded Charter Opted Out
 h - Local Funded Charter Opted In
 i - CORE Waiver Eligible High School

Low income measure:	FRPM
Group Schools by Grade Span:	N
District-wide low income %:	70.44%
Grade span 1 low income %:	0.00%
Grade span 2 low income %:	0.00%
Grade span 3 low income %:	70.44%
Available Title I, Part A school allocation:	\$283,119
Available public school parental involvement reservation:	\$5,274
Total participating attendance area low income students: (entered on Reservations, Required)	1,501

School Name	School Code	Grade Span Group	Low Income Students	Low Income	Eligible	Funding Required	Planned for Funding	Ranking	\$ Per Low Income	Carryover	TIA School Allocation	Public School	Nonprofit Private	Ne Pr
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				Student %					Student (0.00)			Parental Involvement	Parental Involvement	Se At
King City High	2732170	3	706	70.89	Y	N	Y	1	188.62		\$133,165.72	2633		
Greenfield High	2730174	3	749	70.79	Y	N	Y	2	188.62		\$141,276.38	2482		
Portola-Butler Continuation High	2730083	3	46	59.74	N	N	Y	3	188.62		\$8,676.52	159		

Available nonprofit private school set-asides: \$0
 Available nonprofit private school parental involvement reservation: \$0
 Unallocated school amount: \$0.38
 Unallocated public school parental involvement: \$0
 Unallocated nonprofit private school set-asides: \$0
 Unallocated nonprofit private school parental involvement: \$0
 Sum of Title I participating schools low income student count: 1,501
 Difference between participating attendance area low income students (entered on Reservations, Required) and Sum of Title I participating schools low income student count: 0

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2015-16 Title I, Part A Program Improvement Midyear Activity and Expenditure Report

If one or more schools is in Program Improvement, the LEA is required to provide a mid-year status of activities related to Choice and or SES services.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Activities

Number of students who applied for Choice:

Number of new and continuing students who transferred to attend a non-PI school under ESEA:

Number of new and continuing students who transferred to attend a non-PI school under a local or state school choice program:

Number of students who applied for SES:

Number of students who received SES:

Activities comment:
An explanation must be provided if all activities are zero.

41 students for round 1 of SES. Second Cohort will begin services in late March

Expenditures and Encumbrances

Due to a federal audit comment received, LEAs are required to provide biannual year-to-date PI expenditures and encumbrances in support of Choice and SES activities.

Choice transportation using Title I Part A funds:	<input type="text" value="0"/>
Choice transportation using non-Title I Part A funds:	<input type="text" value="0"/>
SES using Title I Part A funds:	<input type="text" value="33222"/>
SES using non-Title I Part A funds:	<input type="text" value="0"/>
Parent outreach using Title I Part A funds:	<input type="text" value="0"/>
Parent outreach using non-Title I Part A funds:	<input type="text" value="0"/>
Total expenditures and encumbrances using Title I Part A funds:	\$33,222
Total expenditures and encumbrances using non-Title I Part A funds:	\$0

Expenditure comment:
An explanation is required if no program improvement expenditures or encumbrances have occurred (maximum 500 characters).

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2015-16 Title II, Part A LEA Allocations and Reservations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II Part A Teacher & Principal Training & Recruiting, and to report required reservations.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

2015-16 Title II Part A entitlement: \$53,114

Total funds transferred out of Title II, Part A: \$0

Total entitlement after transfers: \$53,114

Repayment of funds:

Repayment comment:
 Provide an explanation of why repayment dollars were added back to the allocation

2015-16 Allocation: \$53,114

Administrative and indirect costs:

2015-16 Title II, Part A adjusted allocation: \$46,741

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2015-16 Title III, Part A Immigrant LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title III Part A Immigrant, and to report required reservations.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

2015-16 Title III, Part A Immigrant entitlement:		\$4,725	
Repayment of funds:	<input style="width: 100%;" type="text" value="0"/>		
2015-16 Allocation:		\$4,725	
Administrative and indirect costs:	<input style="width: 100%;" type="text" value="94"/>		
2015-16 Adjusted allocation:		\$4,631	
General comment: (Maximum 500 characters)	<div style="border: 1px solid black; height: 60px; width: 100%;"></div>		

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2015-16 Title III, Part A Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through December 31, 2015.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of Immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2015-16 Title III, Part A Immigrant
 entitlement:

\$4,725

Object Code - Activity

- * 1000-1999 Certificated personnel salaries:
- * 2000-2999 Classified personnel salaries:
- * 3000-3999 Employee benefits:
- * 4000-4999 Books and supplies:
- * 5000-5999 Services and other operating expenditures:
- * Administrative and indirect costs:

Total year-to-date expenditures: \$1

2015-16 Unspent funds: \$4,724

General comment:
(Maximum 500 characters)

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2015-16 Title III, Part A LEP LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title III Part A LEP, and to report required reservations.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

2015-16 Title III, Part A LEP entitlement:	\$54,537
Repayment of funds:	<input style="width: 100%;" type="text"/>
2015-16 Allocation:	\$54,537
Administrative and indirect costs:	<input style="width: 100%; text-align: center;" type="text" value="1090"/>
2015-16 Adjusted allocation:	\$53,447

Last Saved: Duane Wolgamott (kdwolgammott), 2/16/2016 11:55 AM, Certified

Patty Stevens, Language Policy and Leadership Office | pstevens@cde.ca.gov | 916-323-5838
 General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
 1430 N Street
 Sacramento, CA 95814

[Web Policy](#)



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)
 South Monterey County Joint Union High (27 66068 0000000)

Home	Data Entry Forms	Certification Preview	Certify Data	Reports	Users	Contacts	FAQs
------	------------------	-----------------------	--------------	---------	-------	----------	------

[Data Entry Instructions](#)

2015-16 Title III, Part A LEP YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through December 30, 2015.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures. (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction. (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services. (5) Improving the English proficiency and academic achievement of limited English proficient children. (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2015-16 Title III, Part A LEP entitlement: \$54,537

Object Code - Activity

* 1000-1999 Certificated personnel salaries:

* 2000-2999 Classified personnel salaries:

* 3000-3999 Employee benefits:	<input type="text" value="980"/>
* 4000-4999 Books and supplies:	<input type="text" value="0"/>
* 5000-5999 Services and other operating expenditures:	<input type="text" value="80"/>
* Administrative and indirect costs:	<input type="text" value="0"/>
Total year-to-date expenditures:	\$6,697
2015-16 Unspent funds:	\$47,840

General comment:
(Maximum 500 characters)

Last Saved: Duane Wolgamott (kdwolgamott), 2/16/2016 11:55 AM, Certified

Patty Stevens, Language Policy and Leadership Office | pstevens@cde.ca.gov | 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office | gndirang@cde.ca.gov | 916-323-5831
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

South Monterey County Joint Union High (27 66068 0000000)

- Home
- Data Entry Forms
- Certification Preview
- Certify Data
- Reports
- Users
- Contacts
- FAQs

[Data Entry Instructions](#)

2015-16 Consolidation of Administrative Funds

This is a request by the LEA to consolidate administrative funds for specific programs.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

- Title I, Part A (Basic):
SACS Code 3010
- Title I, Part C (Migrant Education):
SACS Code 3060
- Title I, Part D (Delinquent):
SACS Code 3025
- Title II, Part A (Teacher Quality):
SACS Code 4035
- Title III (Immigrant Students):
SACS Code 4201
- Title III (LEP Students) - 2% maximum:
SACS Code 4203
- Title IV, Part B (21st Century Community Learning Centers):
SACS Code 4124

Last Saved: Duane Wolgamott (kdwolgamott), 2/16/2016 11:55 AM, Certified

- Save
- Return to List

Julie Brucklacher, Financial Accountability and Info Srv Office | jbruckla@cde.ca.gov | 916-327-0858
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: State of California Cal-Card Purchasing Card Program **MEETING:** March 23, 2016

AGENDA SECTION:

- ACTION
- INFORMATION
- ACTION/CONSENT

Board Goals:

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

Summary:

The District has attached a Policy and Procedures draft manual and application forms for the State of California Cal-Card Purchasing Card Program.

The District is operating without a District Credit Card and it has restricted the District in securing items such as airline and hotel reservations for District travel, as well as prevented us from being able to access Amazon.com pricing deals. Our current process also requires employees at times to spend money out of their pocket to make these travel arrangements and request District reimbursement later.

This item is for information only at this meeting. There is a related Board Policy first reading item – BP3300 on the agenda related to this item.

The District is planning on recommending that the State Administrator consider approval of the State of California Cal-Card Purchasing Card Program at the April meeting of the Board of Trustees.

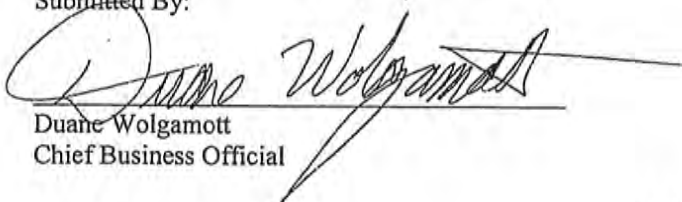
Recommendation:

This is an information item only.

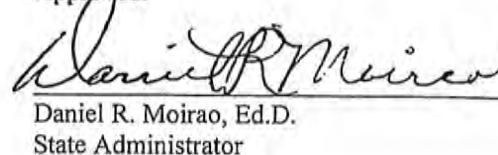
Fiscal Impact:

Saving in staff time in making reservations.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Policy and Procedures

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

**State of California
CAL-Card Purchasing Card Program**

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Policy and Procedures

OVERVIEW

This booklet provides the guidelines that have been determined to be standard Policy and Procedures for this Purchasing Card Program. The Policy and Procedures apply to all cardholders of District Purchasing Cards. **Please read it carefully!**

The State of California CAL-Card Purchasing Card Program is contracted through U.S. Bank I.M.P.A.C. Government Services Visa Purchasing Card Program and is to be used only for South Monterey County Joint Union High School District (SMCJUHSD) business.

Purchasing Cards are issued by the Purchasing Department on an approval basis. The Purchasing Card Program Agency Program Coordinator (APC) is the Chief Business Official.

The program is not intended to avoid or bypass appropriate purchasing or payment procedures established by SMCJUHSD. Rather, the program complements the existing processes available. All purchases must comply with current SMCJUHSD purchasing standards.

The Purchasing Card you will receive will have your name embossed on it. **It is for your use only – no member of your staff, your supervisor, your family, or anyone else may use your Purchasing Card.**

You are responsible for the security of your card and the transactions made with the card. The Purchasing Card is for District use only. The use of the Purchasing Card for personal charges is strictly prohibited. The cardholder is ultimately responsible for all purchases made on his or her card.

The District has the right to revoke Purchasing Cards for any reason and at any time.

Your signature on the enclosed Purchasing Card Application and Agreement indicates that you understand the intent of the program and agree to adhere to the Policy and Procedures established for the program.

TO OBTAIN A CARD

1. Please read the Policy and Procedures booklet before requesting your Purchasing Card. This booklet provides the information about the process, types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and other program requirements that you will be required to adhere to.
2. After you read and understand the Policy and Procedures outlined, **complete the enclosed Purchasing Card Application and Agreement.** All requests will be processed through the Director of Purchasing.
3. Your new card will be sent directly to the Purchasing Director. The card will be activated; then you will be contacted to pick up your new card and sign for it.

4. When you receive your card, sign the back of the card and always keep it in a secure place! Although the card is issued in your name, it is the property of the District and is only to be used for District purchases as defined in this document.

EXAMPLES OF WHEN THE PURCHASING CARD MAY BE USED

- The Cal Card can only be used for purchasing items in line with the "reimbursement" procedures to eliminate paying out of pocket for these purchases.
- Books (not textbooks or library books)
- Travel expenses for hotel, airline, and conference registrations
(Travel and Conference must always be pre-approved on a Request to Attend Conference form. Fiscal Services also has the ability to charge travel expenses with an approved Request to Attend Conference form.)

EXAMPLES OF WHEN THE PURCHASING CARD MAY NOT BE USED

- Any purchase where a purchase order could have been used.
- Any contracted work of any kind, including consulting, professional services, repair or maintenance contracts, assemblies, or construction or public works contracts
- No splitting of purchase to circumvent the purchase card limits
- Equipment (any small equipment purchases must have PRIOR approval from the Chief Business Official)
- Alcoholic Beverages or tobacco
- Technology or software (small technology purchases must have prior approval by CBO)
- Rental or lease agreements, or contracts
- Cash advance, wire transfer, money order, traveler's checks
- Memberships or subscriptions
- Personal charges are not allowed on your SMCJUHSD credit card
- Fines, Fees, etc.

**Remember – in many cases the District has access to substantial discounts that are not available to individuals in a retail store. Be mindful of high shipping charges when placing orders on your Cal Card. Always consider the purchasing requisition process to maximize savings.

SOME BUILT-IN RESTRICTIONS

Each card will be assigned an individual 30-day credit limit of \$2,500.00. If you find that these limits are too low to accommodate your requirements during a specific time period, please contact the Chief Business Official for a temporary increase. Please provide a written request to the Chief Business Official with justification for the increase. U.S. Bank I.M.P.A.C. Government Services will not change your credit limit without the approval of the Chief Business Official.

In addition, no individual transaction may exceed \$500 in value (including taxes and any shipping charges). If you have an unusual, one-time transaction that will exceed the limit, you will need to request a temporary Purchasing Card limit increase. E-mail your request to the Chief Business Official with an explanation of the need for increase, the amount requested, and the dates affected.

INSTRUCTIONS FOR USE

1. Decide what you need to purchase, and ensure the purchase is within budget.
2. Contact the supplier from who you want to purchase the item (phone, visit, fax, mail, website).
3. Place the order with the supplier, using your Purchasing Card. Give the supplier delivery instructions to be put on the outside of your shipment. Delivery instructions must include your name, school site, address and telephone number. Do not have the order shipped to the Warehouse. Tell the supplier you must have an itemized receipt!
4. Receive your shipment. Verify that you received what you ordered and that the shipment is complete. Keep all receipts and/or packing slips.
5. If there are any discrepancies in your order (wrong item received, missing or damaged items, etc.) you will need to contact the vendor for a replacement. Any discrepancies not resolved before the statement is printed need to be flagged as a discrepancy on your statement (refer to the "If Your Records Don't Agree with your Statement" section).

BUDGET

Purchasing Card expenditures are not necessarily itemized in the budget. It is cardholder's responsibility to be certain that Purchasing Card expenditures are within budget limitations.

RECEIPTS

It is required that you retain all original itemized receipts for goods and services purchased. As you make your purchases, keep all original receipts in a file or envelope. Your monthly statement must be submitted with these receipts. If you are missing a receipt you will need to obtain a duplicate receipt from the vendor.

MONTHLY STATEMENT

Each cardholder will need to download their monthly statement identifying all transactions made against the card during the previous billing cycle. The statement closing date is the 22nd of each month. The statement will be available online the following day. The statement is to be downloaded online on the 23rd of each month. Refer to page 7, online access, for information regarding online registration. Each statement must be reconciled and submitted to the District Office Business Department by the 1st of the following month with the required information as follows:

1. Reconcile the statement with your receipts to ensure that all charges are accurate and were authorized by you.
2. Create a purchasing requisition with a line item for each transaction, including a brief description of each item purchased and the account number to which the transaction is to be charged. Attached is a sample requisition, as an example.
3. Sign and date the statement. Attach the original itemized receipts to the statement for each charge. If applicable, include any meeting announcements, agendas, Request to Attend Conference authorization forms and completed conference registration forms as backup documentation to substantiate the charges. Attach all documentation to a copy of the requisition and send to the District Business Office.

IF YOUR RECORDS DON'T AGREE WITH YOUR STATEMENT

There may be occasions when items on your statement do not correlate with your retained receipts. You may not have authorized the transaction, the amount of the transaction may be incorrect, or you may have a quality or service issue.

1. Your first recourse is to contact the supplier involved to try to resolve the error. If the supplier agrees that an error has been made, he/she will credit your account. Have the vendor provide a receipt for the credit or written verification that the account will be credited. Highlight the transaction in question on your statement. Make a note on the statement that the vendor has agreed to provide a credit of "x" amount. The credit should appear on the next month's statement, and your credit receipt or written notice of credit should be attached to that next statement on which the credit appears.
2. If the supplier does not agree that an error has been made, you will need to dispute the charge with the bank. Highlight the disputed charge(s) on your statement with a note that the charges are disputed. Fill out the attached I.M.P.A.C Program Cardholder Statement of Questioned Item (CSQI) form and attach it to your statement. The dispute will be filed online by the District Chief Business Official. A credit for the disputed amount will be issued by the bank on your next statement until the dispute is resolved.
3. Any transaction you wish to dispute must be identified and disputed within 60 days, but preferably before the statement is paid. Disputes will then be resolved by U.S. Bank within 90 days.

LOST OR STOLEN CARDS

1. If your card is lost or stolen, or if you believe your account number has been compromised in a fraudulent manner, contact the Chief Business Official immediately at dwolgamo@smcjuhsd.org, or 831-385-0606 ext. 4338 to have the card terminated. If the card is lost or stolen after hours, contact U.S. Bank Customer Service directly at (800) 344-5696 and e-mail the Chief Business Official.
2. Upon notification of a lost or stolen card, further use of the card will be blocked. Quick action in these circumstances can reduce your liability for fraudulent charges. A new card will be issued. Once received by the Chief Business Official, you will be contacted to pick up and sign for your new card.

U.S. BANK CUSTOMER SERVICE

Customer Service (inside U.S.)
24 hrs/day, 7 days/week (800) 344-5696

Customer Service (outside U.S.) (701) 461-2010 (collect)

Note: These phone numbers are also listed on the back of your card.

Online Registration

Each cardholder needs to register for online access to their credit card account information. Visit this link online:
<https://access.usbank.com/cpsApp1/AxoPreAuthServlet/logout.do?requestCmdId=logoutSuccess>

- Click "register online" to set up your login information. Enter the following information:
- Organization Short Name: SMCJUHS
- Account Number: Enter your 16-digit Cal Card (credit card) Number
- Enter the month and year of the expiration date
- Create a User ID, password, and complete all the required fields during the registration process, using your business phone number and e-mail address. The following District address is to be used, not the school's address: 800 Broadway Street, King City, CA 93930

Keep your log-in information in a secure location. Log-in information is not to be shared. Once registered, this online access will be used to download your monthly statement, view your pending transactions, check your available credit limit, etc.

Questions?

Contact: Duane Wolgamott, Chief Business Official ext. 4338, dwolgamo@smcjuhsd.org
Or Elizabeth Rodriguez, Fiscal Technician ext. 4445, erodriguez1@smcjuhsd.org

Insert sample Purchase Order here

I.M.P.A.C. PROGRAM - CARDHOLDER STATEMENT OF QUESTIONED ITEM
(Please print or type in black ink.)

Cardholder Name (please print or type) _____ Account Number _____
Cardholder Signature _____ Date _____ (Area Code) Telephone Number/Ext. _____

The transaction in question as shown on Statement of Account:
Transaction Date Reference Number Merchant Amount Statement Date

Please read carefully each of the following situations and check the one most appropriate to your particular dispute. If you have any questions, please contact us at 1-800-227-6736. We will be more than happy to advise you in this matter.

1. UNAUTHORIZED MAIL OR PHONE ORDER

I have not authorized this charge to my account. I have not ordered merchandise by phone or mail, or received any goods or services.

2. DUPLICATE PROCESSING -- THE DATE OF THE FIRST TRANSACTION WAS _____

The transaction listed above represents a multiple billing to my account. I only authorized one charge from this merchant for this amount. My card was in my possession at all times.

3. MERCHANDISE OR SERVICE NOT RECEIVED IN THE AMOUNT OF _____

My account has been charged for the above transaction, but I have not received the merchandise or service. I have contacted the merchant but the matter was not resolved. (Please provide a separate statement detailing the merchant contact, and the expected date to receive the merchandise).

4. MERCHANDISE RETURNED IN THE AMOUNT OF \$ _____

My account has been charged for the above listed transaction, but the merchandise has since been returned.
Enclosed is a copy of my postal or UPS receipt.

5. CREDIT NOT RECEIVED

I have received a credit voucher for the above listed charge, but it has not yet appeared on my account. A copy of the credit voucher is enclosed. (Please provide a copy of this voucher with this correspondence).

6. ALTERATION OF AMOUNT

The amount of this charge has been altered since the time of purchase. Enclosed is a copy of my sales draft showing the amount for which I signed. The difference of amount is \$ _____.

7. INADEQUATE DESCRIPTION/UNRECOGNIZED CHARGE

I do not recognize this charge. Please supply a copy of the sales draft for my review. I understand that when a valid copy is sent to me, a Statement of Questioned Item Form must be provided and will include the copy of the sales draft if a further dispute exists. If a copy of the sales draft cannot be obtained, a credit will appear in my account.

8. COPY REQUEST

I recognize this charge, but need a copy of the sales draft for my records.

9. SERVICES NOT RECEIVED

I have been billed for this transaction. However, the merchant was unable to provide the services.

Paid for by another means. My card number was used to secure this purchase, however final payment was made by check, cash, or another credit card. (Enclosed is my receipt, canceled check (front and back), copy of credit card statement, or applicable documentation demonstrating that payment was made by other means).

10. NOT AS DESCRIBED

(Cardholder must specify what goods, services, or other things of value were received). The item(s) specified do not conform to what was agreed upon with the merchant. (The cardholder must have attempted to return the merchandise and state so in their complaint).

11. IF NONE OF THE ABOVE REASON APPLY-PLEASE DESCRIBE THE SITUATION:

(Note: Provide a complete description of the problem, attempted resolution and outstanding issues. Use a separate sheet of paper, if necessary, and sign your description statement).

ATTACH THIS FORM TO YOUR STATEMENT ALONG WITH ANY SUPPORTING DOCUMENTATION AND SEND TO THE PURCHASING DEPARTMENT. THE PURCHASING DIRECTOR WILL FILE THE DISPUTE WITH THE BANK ONLINE.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
PURCHASING CARD APPLICATION AND AGREEMENT

Please read the terms stated below and sign. Return the signed original to the Chief Business Official.

I agree to use this card only for actual and necessary business expenses incurred by me and only me as cardholder in accordance with the SMCJUHSD Purchasing Card Policy and Procedures and all business policies related to the use of District funds. I understand and acknowledge that use of the card may not be delegated to anyone other than myself as cardholder.

I have read the SMCJUHSD Purchasing Card Policy and Procedures and agree to abide by the Policy and Procedures contained therein. I acknowledge that use of this card for any other purpose other than CVUSD approved business expense is prohibited and is grounds for disciplinary action by the District.

I agree to surrender the card immediately upon resignation, retirement, termination, or upon request of an authorized representative of SMCJUHSD, Business Office. I understand that use of the card after privileges are withdrawn, are prohibited.

If the card is lost or stolen, I will immediately notify U.S. Bank Customer Service by telephone and the Chief Business Official. I understand that failure to promptly notify the issuing bank of the theft, loss or misplacement of the card could make me responsible for any fraudulent use of the card.

I agree to submit reconciled monthly statements, with required backup and signatures as stated in the Policy and Procedures, to the District's Business Office by the 1st of each month. I understand that failure to do so may be grounds for disciplinary action by the District.

I understand that I must reimburse the District for any purchases that I make that are not approved by the District or which do not comply with the terms of the SMCJUHSD Purchasing Card Policy and Procedures.

I, (printed name of cardholder) _____, have read the District's Purchasing Card Program Policy and Procedures and agree to abide by them upon acceptance of a Purchasing Card issued to me, and that revocation of card authorization will have no effect on obligations outstanding as of the date of revocation.

Signature: _____ Date: _____ Site: _____
(cardholder signature)

Signature: _____ Date: _____ Site: _____
(approving official signature)

Application approved by
Chief Business Official: _____ Date: _____

Purchasing Card number: _____ expiration date: _____

Cardholder signature,
acknowledging receipt of purchasing card: _____ Date: _____

CAL-Card IMPLEMENTATION PROCESS (For New Agencies)

A standard CAL-Card implementation takes 30-60 days (based on agency needs and their responsiveness to U.S. Bank requirements). The implementation/enrollment process stages are provided below:

Stage	Who Does It	Description						
1	Agency	<ul style="list-style-type: none"> ➤ Reviews CAL-Card Agreement No. 7-14-99-22 posted on the State's <u>CAL-Card Program website</u> ➤ Submits Request to Participate package to U.S. Bank with required completed documentation as listed below: <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th>If you are a...</th> <th>You submit...</th> </tr> </thead> <tbody> <tr> <td>State Agency</td> <td> <ul style="list-style-type: none"> ▪ <u>Request to Participate Form</u> ▪ <u>State Agency Subscription Agreement</u> (formatted STD 213); and ▪ <u>W-9 Form (Sections 1 and 4 only)</u> </td> </tr> <tr> <td>Local Agency</td> <td> <ul style="list-style-type: none"> ▪ <u>Request to Participate Form</u> ▪ <u>Local Agency Subscription Agreement</u> ▪ <u>W-9 Form</u>; and ▪ Three years of current audited financials </td> </tr> </tbody> </table> <p><i>Note: Refer to Request to Participate Form for submission instructions.</i></p>	If you are a...	You submit...	State Agency	<ul style="list-style-type: none"> ▪ <u>Request to Participate Form</u> ▪ <u>State Agency Subscription Agreement</u> (formatted STD 213); and ▪ <u>W-9 Form (Sections 1 and 4 only)</u> 	Local Agency	<ul style="list-style-type: none"> ▪ <u>Request to Participate Form</u> ▪ <u>Local Agency Subscription Agreement</u> ▪ <u>W-9 Form</u>; and ▪ Three years of current audited financials
If you are a...	You submit...							
State Agency	<ul style="list-style-type: none"> ▪ <u>Request to Participate Form</u> ▪ <u>State Agency Subscription Agreement</u> (formatted STD 213); and ▪ <u>W-9 Form (Sections 1 and 4 only)</u> 							
Local Agency	<ul style="list-style-type: none"> ▪ <u>Request to Participate Form</u> ▪ <u>Local Agency Subscription Agreement</u> ▪ <u>W-9 Form</u>; and ▪ Three years of current audited financials 							
2	U.S. Bank	<ul style="list-style-type: none"> ➤ Contacts agency within three (3) business days to confirm receipt of package ➤ Completes contract/credit review process with 20 business days (assumes receipt of complete required documentation) ➤ Signs Subscription Agreement and returns signed copy to agency 						
3	U.S. Bank	<ul style="list-style-type: none"> ➤ Provides implementation/enrollment documentation to be completed by agency ➤ Schedules an implementation meeting with agency, if required, to: <ul style="list-style-type: none"> • Discuss Access Online capabilities and agency needs • Obtain Agency information to create Access Online ID/password • Provide direction to program information on CAL-Card website • Provide Access Online web-based training passwords 						
4	Agency	<ul style="list-style-type: none"> ➤ Returns completed implementation/enrollment documentation to U.S. Bank ➤ Reviews program information from the CAL-Card website ➤ Develops internal CAL-Card policies, procedures, and training ➤ Registers for CAL-Card Program Training Workshops ➤ Completes Access Online web-based training 						
5	U.S. Bank	<ul style="list-style-type: none"> ➤ Provides agency with Access Online User ID(s) and card setup instructions/reference guides. 						
6	Agency	<ul style="list-style-type: none"> ➤ Submits requests for new card accounts through Access Online ➤ Cardholder activates card within 14 days of receipt by calling the 800 number on the activation sticker 						

CAL-Card ®

Request to Participate Form

AGENCY INFORMATION:

_____ South Monterey County Joint Union High School District	_____ 77-0320708
Legal Name of California Tax Funded Agency	Tax ID Number
_____ Kenneth Duane Wolgamott - Chief Business Official Name of Contact Person at Agency	_____ 3/23/2016 Date
_____ 800 Broadway Street Mailing Address	_____ 831-385-0606 ext 4338 Phone
_____ King City, CA 93930 City, State, Zip Code	_____ dwolgamo@smcjuhsd.org Email Address
_____ 6 Estimated number of Cards	_____ 5000 Estimated monthly spend

REQUIRED DOCUMENTS:

State agencies:

Complete and submit the following to U.S. Bank:

- This Request to Participate form.
- Completed State Agency Subscription Agreement (formatted Std. 213).
- Completed W-9 form (Note: Complete Sections 1 and 4 only. Do not complete Section 2.)

Local agencies (cities, counties, special districts, schools districts and other non-state agencies):

Complete and submit the following to U.S. Bank:

- This Request to Participate form.
- Signed Local Agency Subscription Agreement; Include signed Certificate of Authority (if applicable).
- Completed W-9 form (Note: Complete Sections 1 and 4. Section 2 is optional.)
- Three years of audited financial statements; check one box to indicate how financials will be provided.

_____	Paper copy mailed with original documents
_____	PDF copy emailed to cpsmidmarketsalescoordinator@usbank.com
_____	Documents available online at: <i>provide web address</i>
<input checked="" type="checkbox"/>	http://www.smcjuhsd.org/apps/pages/index.jsp?type=d&uREC_ID=272949&pREC_ID=602524

To ensure all documents are completed properly, please check for the following:

- Legal names must be used; documents with abbreviated legal names cannot be processed.
- All documents must be dated and titles must be consistent throughout.

SUBMITTAL INSTRUCTIONS:

Please send required documentation (listed above) to the CAL-Card Sales Coordinator at:

Email (preferred): cpsmidmarketsalescoordinator@usbank.com

U.S. Mail (optional): U.S. Bank
901 Marquette Avenue, EP-MN-A17S
Minneapolis, MN 55402

NOTE: Submit W-9 as directed therein.

U.S. Bank will contact you to confirm receipt of this Request to Participate Form. After U.S. Bank's review is complete, an implementation manager will contact you to set up your program.

QUESTIONS? Email us at: cpsmidmarketsalescoordinator@usbank.com

For U.S. Bank Internal Use Only

Date Submitted _____ Circle one: <\$5MM> \$5MM

Banker's Employee ID _____ Treasury Management Employee ID _____

IPM _____ RM _____ AM _____

**State of California Participating Addendum No. 7-14-99-22
Local Agency Subscription Agreement**

This Local Agency Subscription Agreement ("Local Agency Subscription Agreement") constitutes an agreement to participate under the terms and conditions of the Purchase Card Services Participating Addendum No. 7-14-99-22 ("Participating Addendum") signed September 29, 2014 and entered into by U.S. Bank National Association ("U.S. Bank") and the State of California, Department of General Services ("State"). This Local Agency Subscription Agreement is entered into by U.S. Bank and the "Local Governmental Agency" identified herein, and shall become effective upon signing by U.S. Bank ("Effective Date").

RECITALS

- A. The State has entered into the Participating Addendum for the purpose of making available a Purchase Card Program as described in the Participating Addendum for use by State of California state agencies and local governmental agencies;
- B. The State is willing to permit Local Governmental Agency to participate in the Purchase Card Program provided that Local Governmental Agency assumes all responsibility and liability for Local Governmental Agency's performance of the terms and conditions of the Participating Addendum as if Local Governmental Agency was the entity signing the Participating Addendum, but Local Governmental Agency shall not be liable for the acts and omissions of the State under the Participating Addendum or this Local Agency Subscription Agreement. The State shall not bear liability or responsibility for Local Governmental Agency under the Participating Addendum or this Local Agency Subscription Agreement; and
- C. Local Governmental Agency has received a copy of the Participating Addendum from the State, and after a thorough review of the Participating Addendum, desires to participate as a Local Governmental Agency under the Participating Addendum. Participating Addendum No. 7-14-99-22 is incorporated into this Local Agency Subscription Agreement in its entirety and all terms and conditions of the Participating Addendum apply to the Local Governmental Agency.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

1. **Local Governmental Agency Responsibility.** Local Governmental Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agencies as set forth in the Participating Addendum.
2. **Authority.** The representations, warranties and recitals of Local Governmental Agency set forth in this Local Agency Subscription Agreement and the Participating Addendum constitute valid, binding and enforceable agreements of Local Governmental Agency. All extensions of credit made to Local Governmental Agency pursuant to this Local Agency Subscription Agreement and the Participating Addendum will be valid and enforceable obligations of Local Governmental Agency and Local Governmental Agency shall pay to U.S. Bank all Debts incurred by Local Governmental Agency in accordance with the terms of the Participating Addendum and this Local Agency Subscription Agreement. The execution of this Local Agency Subscription Agreement and the performance of the obligations hereunder and under the Participating Addendum are within the power of Local Governmental Agency, have been authorized by all necessary action and do not constitute a breach of any contract to which Local Governmental Agency is a party or is bound.
3. **Purpose of Card Use.** Local Governmental Agency declares that cards shall be used for official Local Governmental Agency purchases only, and shall not be used for individual consumer purchases or to incur consumer debt. Local Governmental Agency warrants that it possesses the financial capacity to perform all of its obligations under the Participating Addendum and this Local Agency Subscription Agreement.
4. The notice address for Local Governmental Agency is:

South Monterey County Joint Union High School District
800 Broadway Street
King City, CA 93930
Attn: Kenneth Duane Wolgamott, Chief Business Official

5. **Billing Statements.** Local Governmental Agency may choose to have Statements for all Accounts with Central Billing (1) delivered by U.S. mail ("Paper Statements"); (2) made available electronically ("Electronic Statement(s)") for Local Governmental Agency to access on its own through the account management system or (3) both delivered as Paper Statements and made available as Electronic Statements. If Local Governmental Agency chooses Electronic Statements only, that is, option (2) herein, U.S. Bank will suppress delivery of Paper Statements.
6. **Authorization.** Local Governmental Agency certifies to U.S. Bank that the person executing this Local Agency Subscription Agreement is authorized by Local Governmental Agency in accordance with its organization rules and applicable law to bind

Local Governmental Agency to the terms and conditions of this Local Agency Subscription Agreement, including the authority to incur Debt in the name of Local Governmental Agency.

7. **Execution.** By signing below, the individual(s) signing this Local Agency Subscription Agreement is/are acting in his or her capacity as an authorized signing officer of Local Governmental Agency and not in his or her personal capacity, and certifies and warrants that (1) all action required by Local Governmental Agency organizational documents to authorize the signer(s) to act on behalf of Local Governmental Agency in all actions taken under this Local Agency Subscription Agreement, including but not limited to, the authority to incur Debt on behalf of Local Governmental Agency, has been taken, (2) each signer is empowered in the name of and on behalf of Local Governmental Agency to enter into all transactions contemplated in this Local Agency Subscription Agreement, and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.
8. **Reliance.** Local Governmental Agency has read, understands and agrees to all terms and conditions in this Local Agency Subscription Agreement and the Participating Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth herein.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed this Local Agency Subscription Agreement.

Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__
By Local Governmental Agency:	By U.S. Bank:
<u>South Monterey County Joint Union High School District</u> (Name)	<u>U.S. Bank National Association</u>
_____ (Signature of Authorized Signer)	_____ (Signature of Authorized Signer)
<u>Kenneth Duane Wolgamott</u> (Printed Name of Authorized Signer)	<u>Michael C. Leppones</u> (Printed Name of Authorized Signer)
<u>Chief Business Official</u> (Printed Title of Authorized Signer)	<u>Vice President</u> (Printed Title of Authorized Signer)

Approved as to form:

(Signature of Attorney for Local Governmental Agency)

(Printed Name of Attorney)



Return completed form to U.S. Bank with completed contracts or other legal documents (rebate addenda, etc.)

Section 1: W-9

Vendor Number:(to be completed by U.S. Bank)
Must be completed and returned for payments to be processed.

South Monterey County Joint Union High School District

Legal Name

South Monterey County Joint Union High School District

Trade Name

800 Broadway Street

Address

King City

City

CA

State

93930

ZIP

831-385-0606

Phone

831-385-0695

Fax

77-0320708

Federal Taxpayer Identification Number (TIN)*

TIN Type (Check one)

Social Security Number

Employer Identification Number

*MUST match the person/entity listed above

Legal Structure

Sole Proprietorship

Corporation

Partnership

Tax Exempt Organization

Government Agency

Other, please specify

If LLC, please select one of the following:

LLC Corporation

LLC Partnership

LLC Sole Proprietor ship (Legal

Name/SSN Required)

Legal Name

SSN

Exemptions:

Exempt payee code (if any)

Exemption from FATCA reporting code

(if any)

Section 2: Automated Clearing House (Direct Deposit)

U.S. Bank's preferred payment method.

Authorization Agreement for Automatic Deposits (ACH Credits)

I (We) hereby authorize U.S. Bank, on behalf of any affiliate for which it processes payments, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the depository/financial institution named below, hereinafter called BANK, to credit the same to such account.

dwolgamo@smcjuhsd.org

E-mail address1 (to receive electronic remittance advices)

cps.rebates@usbank.com

E-mail address2

Checking Account Information (Please attach a voided check or copy of a check with MICR coding)

122238420

Routing/ABA Number

9470894589

Account Number

Rabobank

Bank Name

King City

Branch

King City

City

CA

State

93930

ZIP

831-385-4144

Phone

This authority is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

Section 3: MWBE & DVBE

Is your company certified as a minority/ woman owned business?

No Yes (if yes, a copy of your minority/woman owned certification MUST BE INCLUDED)

MWBE Business Status (check all that apply):

African American

Hispanic American

Asian Pacific American

Asian Indian American

Native American

Woman

Is your company certified as a Disabled Veteran Business Enterprise?

No Yes (if yes, a copy of your DVBE certification MUST BE INCLUDED)

This will certify to U.S. Bank that I have read the requirements cited on this form, and the company classification(s) I have selected above are true and correct. I will advise U.S. Bank if our classification should change.

Section 4: Signature (required)

Name (Print): Kenneth Duane Wolgamott Title: Chief Business Official

Signature Date

For Internal Use Only: DUNs#

CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Local Governmental Agency (the "Local Governmental Agency"):

Local Governmental Agency Legal Name: South Monterey County Joint Union High School District
 Federal Tax Identification Number: 77-0320708

2. **Authorized Persons.** In accordance with the governance rules relating to the Local Governmental Agency, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Local Governmental Agency, to execute and deliver to U.S. Bank National Association ("U.S. Bank") and/or its affiliates the applicable contract(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Local Governmental Agency with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature
Kenneth Duane Wolgamott	Chief Business Official	
Shirley Laws	Executive Assistant to the State Administrator	

3. **Execution Requirements.** The governance rules relating to the Local Governmental Agency require the following number of Authorized Persons to sign the Documents for the Services (choose only one box):

- One (1) Authorized Person
 Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Local Governmental Agency and not in his or her personal capacity, certifies and warrants that (a) all action required by Local Governmental Agency's organizational documents to authorize the signer(s) to act on behalf of the Local Governmental Agency in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Local Governmental Agency, has been taken, (b) each signer is empowered in the name of and on behalf of the Local Governmental Agency to enter into all transactions and Services contemplated in the Documents, and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the Chief Business Official and I am acting in my official capacity as an authorized officer who has been given the authority by the Local Governmental Agency to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Local Governmental Agency to execute and deliver to U.S. Bank, on behalf of the Local Governmental Agency, and to bind the Local Governmental Agency under the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

Dr. Daniel Molrao

Printed Name of the State Administrator of the Local Governmental Agency (Cannot be an Authorized Person listed in Section 2)

Signature of the State Administrator of the Local Governmental Agency

Date

I certify that I am an officer of the Local Governmental Agency, and as such, I certify that the above-named State Administrator is acting in such capacity on behalf of the Local Governmental Agency, the signature below is my genuine signature and the signature above is the genuine signature of such State Administrator.

Claudia Arellano - Senior Director of Human Resources

Printed Name & Title of Individual Signing Below (Cannot be an Authorized Person listed in Section 2)

Signature Attested by One (1) Other Individual of the Local Governmental Agency

Date

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

SUBJECT: PG&E Tree Removal Project along Mildred Street

MEETING: March 23, 2016

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:

Pacific Gas and Electric company has informed us that they will be having to remove all 23 of the trees along the Mildred Street sidewalk in order to ensure the safety of the underground gas line in that area.

It appears that we have no choice on whether or not this will be occurring as it is a matter of public safety and we do not want a San Bruno type of gas explosion here.

PG&E is paying for the complete removal of the trees and paying the District \$300 per tree for each of the trees being removed. The \$300 was not their first offer, but when we questioned the true tree replacement cost, it was the next offer. Diane Miller confirmed that the \$300 per tree will cover the cost to purchase, replace the trees, and have them planted by a contractor.

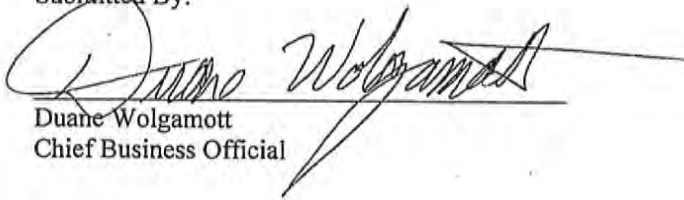
Recommendation:

This is an information item only.

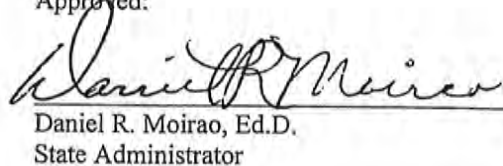
Fiscal Impact:

None

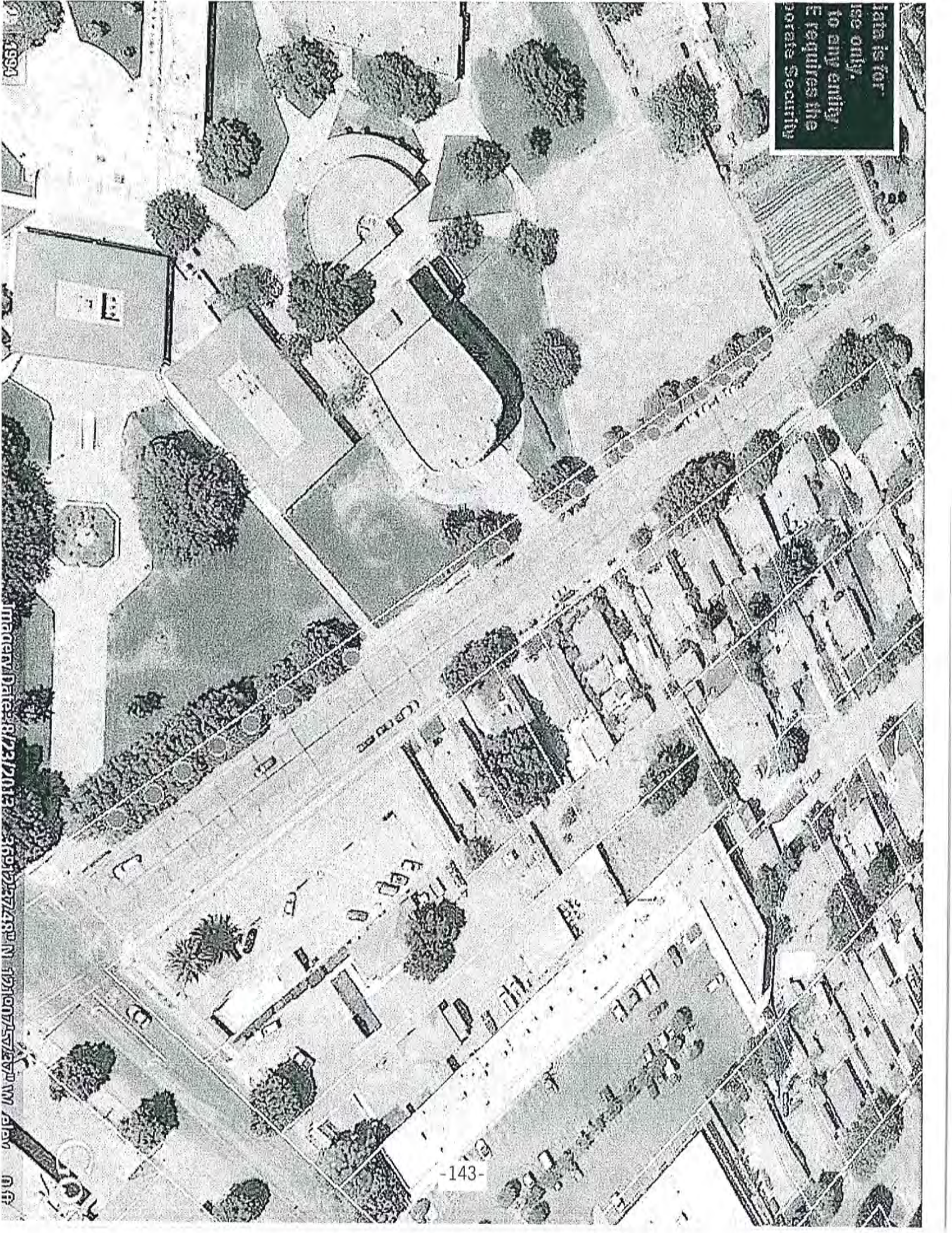
Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Data is for
use only.
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**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
GOVERNING BOARD**

SUBJECT: Williams Facilities Report - Greenfield High School **MEETING:** March 23, 2016

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
- X Ensure that Facilities are Safe for Staff and Students
- X Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

This is the 3rd Quarterly Williams Facility Report for Greenfield High School. It shows the progress made to date remedying the deficiencies noted in the original inspection in the Spring of 2015.

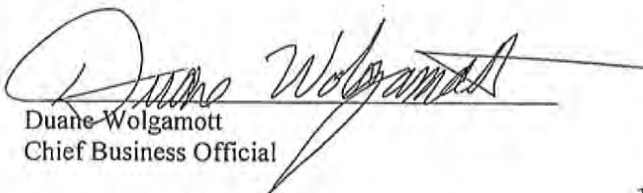
Recommendation:

Information Item only.

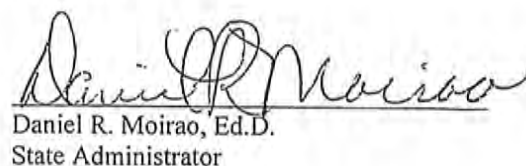
Fiscal Impact:

None at this time.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



Monterey County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
APRIL 2016

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2012 Base API) for the months of January through March 2016.

SCHOOL FACILITIES:

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

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

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

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



Monterey County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
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evaluation instrument that meets the same criteria.

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

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
			P Rm 603	Carpet tears, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15/15
Greenfield High School (Cont'd)			P Rm 603	Rust under exterior eaves, deteriorating 4 th year	11 Hazardous Materials			
			P Rm 605	Carpet has tears, trip hazard, 4 th year	4 Interior Surfaces		Carpet Replaced	6/15/15
			P Rm 607	Exterior light not working, inadequate lighting	7 Electrical		Light Repaired	12/17/15
			P Rm 607	6 bulbs out, inadequate lighting	7 Electrical		Bulbs Replaced	6/15/15
			Boy's RR	Ceiling tiles are missing	4 Interior Surfaces		Tiles Replaced	7/15/15
			Boy's RR	Door vent cover is broken	15 Windows/Doors/Gates/Fences		Vent Replaced	12/7/15
			P Rm 609	Trip hazard @ ramp entry	14 Playgrounds/School Grounds		Ground Down Flush	2/4/16
			P Rm 610	Carpet has stains and worn	4 Interior Surfaces			
			P Rm 610	Trip hazard @ ramp entry	14 Playgrounds/School Grounds		Ground Down Flush	2/4/16
			P Rm 614	Dirty vents	2 Mech/HVAC		Cleaned Vents	1/8/16



Monterey County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
APRIL 2016

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2012 Base API) for the months of January through March 2016.

SCHOOL FACILITIES:

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

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
			P Rm 614	Carpet is worn and has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15/15
			P Rm 615	Carpet is worn and stained	4 Interior Surfaces		Carpet Replaced	6/15/15
Greenfield High School (Cont'd)			P Rm 615	Window screens are torn	15 Windows/Doors/Gates/Fences		Replaced Screens	1/13/16
			Weight Room	Trip hazard @ asphalt cement seam	14 Playgrounds/School Grounds		Ground Down Flush	3/14/16
			Wrestling / Dance Rm	Trip hazard @ asphalt cement seam	14 Playgrounds/School Grounds		Ground Down Flush	3/14/16
			Concession	Ceiling tiles are cracked	4 Interior Surfaces		Tiles Replaced	7/15/15
			Athletic Director	Water stains ceiling tiles and hallway	4 Interior Surfaces		Tiles Replaced	7/15/15
			PE Office	Water stains ceiling tiles	4 Interior Surfaces		Tiles Replaced	7/15/15
			Room 404 Tech Lab	Carpet is torn, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15/15
			Unified Arts	Carpet is worn	4 Interior Surfaces		Carpet Replaced	6/15/15
			Library	Carpet has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15/15

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Monterey County Superintendent of Schools
WILLIAMS SETTLEMENT LEGISLATION
THIRD QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
APRIL 2016

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School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
			Library Office	Carpet has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15/15
			Media Center	Carpet has waves, trip hazard	4 Interior Surfaces		Carpet Replaced	6/15/15

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

SUBJECT: Board Policies - First Reading

MEETING: March 23, 2016

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 1330 (1) – Use of School Facilities

BP 3270 Sale and Disposal of Books, Equipment and Supplies (revised)
AR 3270 Sale and Disposal of Books, Equipment, and Supplies (revised)

BP 3300 – Expenditures and Purchases

AR 3311 - Bids (revised)

AR 3512 - Equipment (revised)

AR 4112.23 - Special Education Personnel (new)

BP 4154, 4254, 4354 - Health and Welfare Benefits (revised)
AR 4154, 4254, 4354 - Health and Welfare Benefits (revised)

AR 5112.2 - Exclusions from Attendance (revised)

AR 5125 - Student Records (revised)

BP 5141.31 - Immunizations (new)
AR 5141.31 - Immunizations (new)

BP 6177 - Summer Learning Programs (revised)

BP 6190 - Evaluation of the Instructional Program (new)

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

USE OF SCHOOL FACILITIES

Application Process to Use Public School Facilities

The Board of Education of the South Monterey County Joint Union High School District believes the use of school facilities or grounds should not result in costs to the District. Groups using District facilities will be charged a user fee based on the following:

Fees for District Facility Use Effective April 20, 2016 shall be:

<i>Location</i>	<i>SMC-JUHSD Use</i>	<i>Local Public Recreation Agency and District Feeder Schools</i>	<i>Non-Profit Organizations (community)</i>	<i>Non-Profit Organizations (out of the community)</i>	<i>Profit Organizations</i>
Gymnasium	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$5 per hour + Direct Costs	\$15 per hour + D.C.	\$100 per hour + D.C.
Cafeteria (King City High School)	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$5 per hour + Direct Costs	\$10 per hour + D.C.	\$50 per hour + D.C.
Student Union (Greenfield High School)	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$5 per hour + Direct Costs	\$10 per hour + D.C.	\$50 per hour + D.C.
Classroom	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$5 per hour + Direct Costs	\$10 per hour + D.C.	\$40 per hour + D.C.
Library	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$5 per hour + Direct Costs	\$10 per hour + D.C.	\$50 per hour + D.C.
Stanton Auditorium*	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$10 per hour + Direct Costs	\$20 per hour + D.C.	\$100 per hour + D.C.
Track & Fields (days)	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$10 per hour + Direct Costs	\$15 per hour + D.C.	\$50 per hour + D.C.
Track & Fields (nights)**	\$0 + Direct Costs for fundraising events only	\$0 + Direct Costs	\$10 per hour + Direct Costs	\$15 per hour + D.C.	\$50 per hour + D.C.
Track & Field (Community Teams)***			\$10 per hour + Direct Costs	\$10 per hour + D.C.	\$25 per hour + D.C.

\$25 Administrative Fee is applied to all facility requests - to be applied on a per request basis - not a daily use basis.

Admin fee is waived for SMCJUHS and Local Public categories.

Staffing costs outside of the regular staff work hours will be charged to any and all users

* Organizations using the Stanton Auditorium must contact the District's Consultant, Mr. Lincoln Hatch, (831)385-6565, for sound, audio-visual, lighting, and technical advice and service.

** Light Usage Energy Surcharge: 1 hour minimum = \$55

*** Cannot charge admission or entry fees

Other Charges and Notes:

Returned Check Fee is \$35.00

Damage Fee: Should a facility sustain any damage or neglect during the event period, the lessee will be charged the going rate to repair the facility per the agreement.

Additional Charges will be assessed for District personnel costs and specific equipment rentals.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: March 23, 2016

Second Reading:

King City, California

Community Relations

USE OF SCHOOL FACILITIES

Application Process to Use Public School Facilities

The Board of Education of the South Monterey County Joint Union High School District believes that the use of school facilities or grounds should not result in costs to the District. Groups using District facilities will be charged a user fee based on the following:

Fees for District Facility Use (daily) effective January 1, 2015 shall be:

<i>Location</i>	<i>Non-Profit organizations</i>	<i>Profit organizations</i>
Gymnasium	\$15/hr.	\$100/hr.
Cafeteria (KCHS)	\$10/hr.	\$ 50/hr.
Student Union (GHS)	\$10/hr.	\$ 50/hr.
Classroom	\$10/hr.	\$ 40/hr.
Library	\$10/hr.	\$ 50/hr.
Stanton Auditorium *	\$20/hr.	\$100/hr.
Tracks & Fields (days)	\$15/hr.	\$ 50/hr.
Tracks & Fields (nights) **	\$15/hr.	\$ 50/hr.
Track & Field (Community Teams) ***	\$10/hr.	\$ 25/hr.

* Organizations using the Stanton Auditorium must contact the District's Consultant, Mr. Lincoln Hatch, (831) 385-6565, for sound, audio-visual, lighting, and technical advice and service.

** Light Usage Energy Surcharge: - hour minimum = \$55

*** Cannot charge admission or entry fees

Other Charges and Notes:

- Returned Check Fee is \$25.00
- Damage Fee: Should a facility sustain any damage or neglect during the event period, the lessee will be charged the going rate to repair the facility per the Agreement.
- Additional Charges will be assessed for District personnel costs and specific equipment rentals

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Second Reading: February 17, 2015

King City, California

Business and Noninstructional Operations

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

~~When district owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations. With Board approval, the Superintendent or designee shall arrange for the sale or disposal of these items.~~

~~Instructional materials may be considered obsolete or unusable when they:~~

- ~~1. Contain information rendered inaccurate or incomplete by new discoveries or technologies~~
- ~~2. Have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas~~
- ~~3. Contain demeaning, stereotyping or patronizing references to either sex, members of racial, ethnic, religious, vocational or cultural groups, or persons with physical or mental disabilities~~
- ~~4. Have been inspected and discovered to be damaged beyond use or repair~~

~~Note: Pursuant to 34 CFR 80.32, when equipment acquired under a federal grant or subgrant is no longer needed, items with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding federal agency. However, items with a current per unit fair market value of \$5,000 or more must be retained or sold, and the awarding federal agency has a right to its share of either the current market value of equipment retained or the proceeds from its sale.~~

~~The Superintendent or designee shall establish procedures to be used when selling equipment for which the federal government has a right to receive all or part of the proceeds. These procedures shall ensure a reasonable amount of competition so as to result in the highest possible revenue.~~

~~(cf. 3440—Inventories)~~

Legal Reference:

EDUCATION CODE

~~17540-17542 Sale or lease of personal property by one district to another~~

~~17545-17555 Sale of personal property~~

~~42291.5 Temporary school bus designation~~

~~42303 School bus sale to another district~~

~~60500 Determination of obsolescence~~

~~60510-60511 Donation or sale~~

~~60520-60521 Disposition of sale proceeds~~

60530 Methods of destruction
GOVERNMENT CODE
25505 District property; disposition; proceeds
UNITED STATES CODE, TITLE 40
484 Surplus property
CODE OF FEDERAL REGULATIONS, TITLE 34
80.32 Equipment acquired under a grant or subgrant
6/96

~~***Note: The following policy and administrative regulation address the sale and disposal of district-owned personal property, such as instructional materials, equipment, and supplies. For policy on the sale or lease of surplus real property, see BP 3280—Sale or Lease of District-Owned Real Property.***~~

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the State Administrator/Superintendentor designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

(cf. 0440 - District Technology Plan)
(cf. 3512 - Equipment)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1 - Library Media Centers)

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping. (Education Code 17546)

~~***Note: Education Code 60510-60530 establish conditions for the sale or disposal of obsolete instructional materials depending on whether such materials are usable or unusable for educational purposes; see the section "Instructional Materials" in the accompanying administrative regulation. The following optional paragraph prescribes criteria for determining when instructional materials are obsolete or unusable, and may be revised to reflect district~~

~~practice. The mandate to adopt rules and procedures setting standards for identifying obsolete materials was repealed by SB 971 (Ch. 923, Statutes of 2014). ***~~

Instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

- 1. Contain information rendered inaccurate or incomplete by new research or technologies**
- 2. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy**
- 3. Are damaged beyond use or repair**

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

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

~~***Note: Pursuant to 34 CFR 80.32-80.33, equipment or supplies acquired under a federal grant or subgrant may be retained, sold, or otherwise disposed of, with no further obligation to the awarding federal agency, when they are no longer needed for the original project or program or for other federally supported activities. However, when the current per unit fair market value of the equipment or the residual inventory of the unused supplies is \$5,000 or more, the federal agency that provided the grant or subgrant shall be entitled to a share of the current market value of the equipment, if retained, or the proceeds from its sale, and to compensation for its share of the unused supplies. See the accompanying administrative regulation. ***~~

The State Administrator/Superintendentor designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return. (34 CFR 80.32)

(cf. 3440 - Inventories)

**Legal Reference:
EDUCATION CODE**

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60510-60530 Sale, donation, or disposal of instructional materials

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32-80.33 Equipment and supplies acquired under a grant or subgrant

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

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

School Services of California, Inc.: <http://www.sscal.com>

(6/96 11/09) 10/15

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

First reading: March 23, 2016

Adopted:

King City, California

Business and Noninstructional Operations

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

The Governing Board may dispose of personal property belonging to the district by any of the following methods:

1. ~~If the Board members attending a meeting unanimously agree that the property is worth no more than \$2,500, the Board may designate any district employee to sell the property without advertising. (Education Code 17546)~~
2. ~~The Board may advertise for bids and either sell the property to the highest responsible bidder or reject all bids. (Education Code 17545)~~

~~Notice for bids shall be posted in at least three public places in the district for at least two weeks or published at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, published within the district. (Education Code 17545)~~

~~Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)~~

3. ~~The Board may authorize the sale of the property by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. Notice related to the auction shall be posted or published as described in item #2 above. (Education Code 17545)~~
4. ~~Without advertising for bids, the Board may sell the property to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law (40 USC 484(j)(3)). In such cases, the sale price shall equal the cost of the property plus estimated cost of purchasing, storing and handling. (Education Code 17540)~~
5. ~~Without advertising for bids, the Board may sell or lease the property to agencies of federal, state or local government or to any other school district. In such cases, the price and terms of the sale or lease shall be fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)~~
6. ~~If the Board members attending a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of by dumping. (Education Code 17546)~~

Money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

Instructional Materials

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be donated to any governing board, county free library or other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. They also may be sold to any organization that agrees to use the materials for educational purposes. (Education Code 60510)

Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)

Note: Pursuant to Education Code 60510.5, the Legislature encourages districts to take actions described in the following optional paragraph if they did not have in operation, as of January 1992, a procedure for the disposition of instructional materials pursuant to Education Code 60510.

At least 60 days before disposing of these instructional materials, the Board shall notify the public of its intention to do so through a public service announcement on a local television station, in a local newspaper, or by another means the Board believes will most effectively reach the entities described above. The Board shall also permit representatives of these entities and members of the public to address the Board regarding the distribution of these materials.

(cf. 9323—Meeting Conduct)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)

1. By being mutilated so as not to be salable and sold for scrap at the highest obtainable price
2. By being destroyed by any economical means at least 30 days after the Board has given notice to all persons who have requested such notice

(cf. 9323.2—Actions by the Board)

***Note: The following administrative regulation addresses the sale and disposal of district-owned personal property, such as instructional materials, equipment, and supplies. For procedures regarding the disposal of real property, see BP/AR 3280—Sale or Lease of District-Owned Real Property. ***

~~***Note: Education Code 42303, which established conditions for the sale of school buses by districts receiving a state apportionment to replace the buses, was repealed by SB 78 (Ch. 19, Statutes of 2015).***~~

Instructional Materials

~~***Note: Education Code 60510-60530 address the sale or disposal of surplus or undistributed obsolete instructional materials that are either usable or unusable for educational purposes. See the accompanying Board policy for language regarding the determination of instructional materials as obsolete or unusable.***~~

~~***Note: The legal requirement to use the proceeds of the sale of surplus or obsolete instructional materials to purchase new instructional materials, supplemental instructional materials, or technology-based materials was repealed by SB 971 (Ch. 923, Statutes of 2014).***~~

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be sold by the district. Alternatively, such materials may be donated to: (Education Code 60510)

- 1. Another district, county free library, or other state institution**
- 2. A United States public agency or institution**
- 3. A nonprofit charitable organization**
- 4. Children or adults in California or foreign countries for the purpose of increasing the general literacy of the people**

(cf. 0440 - District Technology Plan)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Any organization, agency, or institution receiving obsolete instructional materials donated by the district shall certify to the Governing Board that it agrees to make no charge to any persons to whom it gives or lends these materials. (Education Code 60511)

~~***Note: Education Code 60510.5 encourages, but does not require, districts to take actions described in the following optional paragraph.***~~

At least 60 days before selling or donating surplus or undistributed obsolete instructional materials, the State Administrator/Superintendent or designee shall notify the public of the district's intention to do so through a public service announcement on a local television

station, in a local newspaper, or by other means that will most effectively reach the entities described above. Representatives of those entities and members of the public also shall be notified of the opportunity to address the Board regarding the distribution of these materials.

(cf. 9323 - Meeting Conduct)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)

1. Mutilated as not to be salable as instructional materials and sold for scrap or for use in the manufacture of paper pulp or other substances at the highest obtainable price
2. Destroyed by any economical means, provided that the materials are not destroyed until at least 30 days after the district has given notice to all persons who have filed a request for such notice

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

Equipment/Supplies Acquired with Federal Funds

~~***Note: 34 CFR 80.32-80.33 address the sale or disposal of equipment and supplies that were acquired under a federal grant or subgrant. See BP 3512 - Equipment for additional requirements pertaining to the management of such equipment and supplies.***~~

When the district has a need to replace equipment originally purchased with funds from a federal grant or subgrant, it may, subject to the approval of the agency that awarded the grant, trade in the original equipment or sell the property and use the proceeds to offset the cost of the replacement property. (34 CFR 80.32)

When any original or replacement equipment or supplies acquired under a federal grant or subgrant are no longer needed for the original project or program or for other federally supported activities, the district may retain or sell such items or, if the item has a current fair market value of less than \$5,000, may otherwise dispose of the item in a manner approved by the Board. Whenever the district sells equipment or supplies that have a current fair market value of \$5,000 or more, it shall provide an amount to the federal agency equal to the agency's share of the current market value of the equipment or the proceeds from the sale of the equipment or supplies. (34 CFR 80.32-80.33)

In the event that the district is provided equipment that is federally owned, the district shall request disposition instructions from the federal agency when it no longer needs the equipment. (34 CFR 80.32)

Other Personal Property

The district may sell other surplus or obsolete district-owned personal property through any of the following methods:

1. The State Administrator/Superintendent or designee may advertise for bids by posting a notice in at least three public places in the district for at least two weeks, or by publishing a notice at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, publishing within the district. The district shall sell the property to the highest responsible bidder or shall reject all bids. (Education Code 17545, 17548)

Property for which no qualified bid has been received may be sold, without further advertising, by the State Administrator/Superintendent or designee. (Education Code 17546)

(cf. 3311 - Bids)

2. The property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. (Education Code 17545)

3. The district may sell the property without advertising for bids under any of the following conditions:

~~***Note: Pursuant to Education Code 17546, advertising without bids is authorized when the Governing Board members attending a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value; see the accompanying Board policy.***~~

a. The Board members in attendance at a meeting have unanimously determined that the property does not exceed \$2,500 in value. (Education Code 17546)

(cf. 9323.2 - Actions by the Board)

~~***Note: Education Code 17540 authorizes the sale of property to government agencies eligible under the federal surplus property law, renumbered as 40 USC 549.***~~

b. The district sells the property to agencies of the federal, state, or local government, to any other school district, or to any agency eligible under the federal surplus property law and the sale price equals the cost of the property plus the estimated cost of purchasing, storing, and handling. (Education Code 17540; 40 USC 549)

c. The district sells or leases the property to agencies of the federal, state, or local government or to any other school district and the price and terms of the sale or lease are

fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)

Money received from the sale of surplus personal property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

(cf. 3100 - Budget)

(6/96 11/09) 10/15

School Buses

Upon receiving a state apportionment for the replacement of a school bus, the Board may sell the bus that is being replaced to another California school district if the following conditions are met: (Education Code 42303)

1. The other district is replacing a bus that is in service and has not been designated a temporary school bus pursuant to Education Code 42291.5.
2. The bus being replaced by the other district is older than the bus that is being sold by this district.
3. The bus being replaced by the other district is not sold to a third school district.
4. The other district, by Board resolution, holds the state and this district harmless for any liability that may result from the bus that this district is selling.
5. The proceeds from the sale of the bus shall be used by this district for home-to-school transportation purposes.
6. Before the sale is finalized, the bus being sold is in compliance with all relevant provisions of the Vehicle Code and 13 CCR.

6/96

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

First reading: March 23, 2016

Adopted:

King City, California

Business and Noninstructional Operations

Expenditures and Purchases

The Governing Board recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

- (cf. 3000 - Concepts and Roles)
- (cf. 3100 - Budget)
- (cf. 3350 - Travel Expenses)
- (cf. 3400 - Management of District Assets/Accounts)
- (cf. 3460 - Financial Reports and Accountability)
- (cf. 9270 - Conflict of Interest)

Expending Authority

~~***Note: Pursuant to Education Code 17605, the Board may adopt a rule delegating to any officer or employee the authority to purchase supplies, materials, apparatus, equipment, and services. The Board's rule must describe the limits of the delegation by prescribing time, money, and subject matter limits to this authority. The amount delegated may not be in excess of the amounts specified in Public Contract Code 20111; expenditures over those amounts must be competitively bid. For the current amounts which are adjusted annually by the Superintendent of Public Instruction, see BP/AR 3311 Bids.***~~

~~***Note: The following paragraph delegates the purchasing authority to the Superintendent and sets the maximum limit. Districts that wish to designate another employee, specify lower financial limits, or specify time limits of the delegation should modify the following paragraph accordingly. Districts that do not wish to designate the authority should delete this paragraph.***~~

The Superintendent or designee may purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111, beyond which a competitive bidding process is required.

The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

- (cf. 3311 - Bids)
- (cf. 3312 - Contracts)

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Superintendent or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Board.

(cf. 3110 - Transfer of Funds)

District funds shall not be expended for the purchase of alcoholic beverages. (Education Code 32435)

Purchasing Procedures

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in district schools and buildings.

(cf. 3314.2 - Revolving Funds)

(cf. 3440 - Inventories)

(cf. 3511.1 - Integrated Waste Management)

All purchases shall be made by formal contract, ~~or~~ purchase order, **or District credit card including CAL-Card, ~~or~~ and** shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order.

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents; approval or ratification of contracts by governing board

17605 Delegation of authority to purchase supplies and equipment

32370-32376 Recycling paper

32435 Prohibited use of public funds, alcoholic beverages

35010 Control of district; prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35250 Duty to keep certain records and reports

38083 Purchase of perishable foodstuffs and seasonal commodities

41010 Accounting system

41014 Requirement of budgetary accounting

GOVERNMENT CODE

4330-4334 California made materials

PUBLIC CONTRACT CODE

3410 U.S. produce and processed foods

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Fiscal Accountability, 2006

WEB SITES

CSBA, Financial Services: <http://www.csba.org/fs>

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

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

Policy: South Monterey County Joint Union High School District

First Reading: March 23, 2016

Adopted:

King City, California

Business and Noninstructional Operations

Bids

Advertised/Competitive Bids

The district shall seek competitive bids through advertisement for contracts involving an expenditure of \$15,000 or more for a public project. Public project means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also seek competitive bids through advertisement for contracts exceeding the amount specified in law, and as annually adjusted by the State Administrator/Superintendent of Public Instruction, for any of the following: (Government Code 53060; Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs, including maintenance that is not a public project

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. This definition does not include, among other types of work, janitorial or custodial services and protection provided by security forces, nor does it include painting, repainting, or decorating other than touchup. (Public Contract Code 20115)

Unless otherwise authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Governing Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When letting a contract for the procurement and/or maintenance of electronic data processing systems and supporting software, the Board may contract with any one of the three lowest responsible bidders. (Public Contract Code 20118.1)

The Board shall secure bids pursuant to Public Contract Code 20111 and 20112 for any transportation service expenditure of more than \$10,000 when contemplating that such a contract

may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported. The Board may let this contract to other than the lowest bidder. (Education Code 39802)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4 for contracting after competitive bidding. (Public Contract Code 20116)

Instructions and Procedures for Advertised Bids

The State Administrator/Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation circulated in the county. The State Administrator/Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including final plan and specifications, are available. Any such mandatory visit or meeting shall not occur within a minimum of five calendar days of the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)
2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
 - a. Cash
 - b. A cashier's check made payable to the district
 - c. A certified check made payable to the district
3. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

- 3. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
- 4. When two or more identical lowest or highest bids are received, the Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
- 5. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a below shall be used. (Public Contract Code 20103.8)
 - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
 - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
 - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

6. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.

- 7. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.

8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

9. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the State Administrator/Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

Prequalification Procedure

~~***Note: The following section is optional. Pursuant to Public Contract Code 20111.6, as amended by AB 566 (Ch. 214, Statutes of 2015), a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of \$1 million or more awarded on or after January 1, 2015, when the project uses or is reimbursed from School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds. ***~~

~~***Note: Additionally, pursuant to Public Contract Code 20111.5, districts are permitted, but not required, to establish prequalification procedures for other contracts which, by law, require competitive bidding. ***~~

When required by law or the Board, the State Administrator/Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the State Administrator/Superintendent or designee shall furnish prospective bidders a standardized proposal form which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

~~***Note: Pursuant to Public Contract Code 20111.6, as amended by AB 1581 (Ch. 408, Statutes of 2014), districts' authority to set timelines for bid submittal and opening as specified in the following paragraph apply to contracts awarded on or after January 1, 2015 and will be in effect only until January 1, 2019. In addition, Public Contract Code 20111.6, as amended by AB 566 (Ch. 214, Statutes of 2015), clarifies that the requirement for prequalification applies to projects that will be reimbursed from future state school bonds, not just those that use funds "received" from state construction bonds. ***~~

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually.

The prequalification shall be valid for one year and the following requirements shall apply: (Education Code 17406, 17407; Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in the Business and Professions Code 4113, 7056, or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the State Administrator/Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

~~***Note: Pursuant to Public Contract Code 20111, the district is required to award a contract to the lowest responsible bidder except in the circumstances specified in the following optional section.***~~

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who

are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

~~***Note: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color, ethnicity, etc., in state employment and contracting. The district should consult legal counsel if there is any question about the granting of preferences to any such business.***~~

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

(cf. 9270 - Conflict of Interest)

Protests by Bidders

~~***Note: The law does not specify a procedure for handling protests by bidders. The following optional section provides one such procedure and should be modified to reflect district practice.***~~

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the State Administrator/Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The State Administrator/Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The State Administrator/Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

~~***Note: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice.***~~

The bidder may appeal the State Administrator/Superintendent or designee's decision to the Board. The State Administrator/Superintendent or designee shall provide notice to the

bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Alternative Bid Procedures for Technological Supplies and Equipment

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that district procurement is for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus. Competitive negotiation shall not be used to contracts for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The State Administrator/Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The State Administrator/Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The State Administrator/Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award.
8. The Board, at its discretion, may reject all proposals and request new RFPs.

9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize by contract, lease, requisition, or purchase order, another public corporation or agency to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable commodities, such as foodstuffs, needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

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

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 20113)

(cf. 3517 - Facilities Inspection)

(cf. 9323.2 - Actions by the Board)

Bids shall also not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the State Administrator/Superintendent or designee shall not draft the bid specification in a manner that, *either directly or indirectly, limits bidding to any one specific concern* or calls for a designated material, product, thing, or service by a specific brand or trade name, unless the specification designating the specific material, product, thing, or particular brand name is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In such cases, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract. (Public Contract Code 3400)

However, the State Administrator/Superintendent or designee may designate a specific concern, material, product, thing, or service by brand or trade name (sole sourcing), if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

Prequalification Procedure

~~For any contract for which bids are legally required, the Board may require that each prospective bidder complete and submit a standardized questionnaire and financial statement. For this purpose, the Superintendent or designee shall supply a form which requires a complete statement of the bidder's financial ability and experience in performing public works. The information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Public Contract Code 20111.5)~~

~~Prospective bidders shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids. (Public Contract Code 20111.5)~~

The Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. Bidders must be deemed prequalified by the district at least one day before the fixed bid opening date. (Public Contract Code 20111.5)

The district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. (Public Contract Code 20111.5)

Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is inconsistent with Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

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Bids Not Required

***Note: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (89 Ops. Cal. Atty. Gen. 1 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. However, this opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Districts considering using the piggyback process for relocatables, portables, modulares, and the like should consult district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions. ***

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease,

requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)
(cf. 3512 - Equipment)

~~***Note: The following optional paragraph is commonly described as the "lease-leaseback" contract. This construction financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met. Pursuant to Education Code 17407.5, as added by AB 566 (Ch. 214, Statutes of 2015), the contractor must provide an enforceable commitment to the district that it will use a certain percentage of skilled and trained workers to complete project-related work that is within an "apprenticeable occupation" as defined in Labor Code 3075.***~~

In addition, upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). Prior to entering into a lease-leaseback agreement, the State Administrator/Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

~~***Note: In Davis v. Fresno Unified School District, a California appellate court ruled that, to be valid, a lease-leaseback agreement must contain a lease term and a financing component as specified in the following paragraph.***~~

Any lease-leaseback agreement shall include a lease term that specifies the district's occupancy of the building or improved property and a financing component as may be determined on a case-by-case basis.

~~***Note: Pursuant to Education Code 17406, as amended by AB 1581 (Ch. 408, Statutes of 2014), the prequalification requirements for contracts that meet the criteria specified in Public~~

~~Contract Code 20111.6 are also applicable to lease-leaseback contracts. As amended by AB 566 (Ch. 214, Statutes of 2015), Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources and makes the provision applicable to all districts, not just those with ADA of 2,500 or more. See "Prequalification Procedure" section above.***~~

Regardless of the funding source, when any lease-leaseback agreement is for a public project, involves an expenditure of \$1,000,000 or more, and meets other criteria in Public Contract Code 20111.6, the prequalification requirements specified in the "Prequalification Procedure" section above shall be followed. (Education Code 17406)

*****Note: The following optional paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "costs-benefits" analysis specified in Government Code 4217.12. *****

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

**(cf. 3511 - Energy and Water Management)
(cf. 9320 - Meetings and Notices)**

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

**(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1 - Library Media Centers)**

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

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

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

~~***Note: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In Marshall v. Pasadena Unified School District, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services." ***~~

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

(11/10 8/13) 10/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: March 23, 2016
Adopted: King City, California

Business and Noninstructional Operations

Equipment

~~***Note: The California School Accounting Manual distinguishes between "equipment" and "supplies" and defines equipment as having relatively permanent value (e.g., is serviceable for more than one year) and substantially increasing the value of the district's physical assets. Equipment is generally not of an expendable nature and does not easily deteriorate in use. Examples include computer systems, machinery, vehicles, and playground equipment.***~~

District equipment shall be used primarily for educational purposes and/or to conduct district business. The State Administrator/Superintendent or designee shall ensure that all employees, students, and other users understand the appropriate use of district equipment and that any misuse may be cause for disciplinary action or loss of user privilege.

(cf. 0440 - District Technology Plan)
 (cf. 3515.4 - Recovery for Property Loss or Damage)
 (cf. 3540 - Transportation)
 (cf. 3551 - Food Service Operations/Cafeteria Fund)
 (cf. 4040 - Employee Use of Technology)
 (cf. 4118 - Dismissal/Suspension/Disciplinary Action)
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
 (cf. 5142 - Safety)
 (cf. 5144 - Discipline)
 (cf. 6000 - Concepts and Roles)
 (cf. 6163.4 - Student Use of Technology)
 (cf. 6171 - Title I Programs)

School-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt district operations.

(cf. 1230 - School-Connected Organizations)
 (cf. 1330 - Use of School Facilities)

~~***Note: The following paragraph is optional. It is recommended that the district check its liability coverage for off-site use of district equipment and materials. Whenever an individual is authorized to borrow district equipment, he/she could be required to complete a form identifying the equipment and the intended use and indicating that the individual will assume responsibility for any loss or damage to the equipment. See the accompanying Exhibit for a sample form that may be used for this purpose.***~~

The State Administrator/Superintendent or designee shall approve the transfer of any district equipment from one work site to another and the removal of any district equipment for off-site use. When any equipment is taken off site, the borrower is responsible for its safe return and

shall be fully liable for any loss or damage.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the State Administrator/Superintendent or designee or applicable Board policy.

~~***Note: Education Code 35168 requires the district to maintain an inventory containing specified information for all equipment currently valued in excess of \$500. Although 34 CFR 80.3 and 80.32 only require districts to maintain inventory records of tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, the state's Federal Program Monitoring process reviews whether the district maintains an inventory record for every item of equipment with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal categorical funds. CSBA recommends an inventory of all equipment currently valued in excess of \$500 in order to simplify the district's inventory procedures and to comply with law. Also see AR 3440 - Inventories. ***~~

The State Administrator/Superintendent or designee shall maintain an inventory of all equipment currently valued in excess of \$500. (Education Code 35168; 5 CCR 3946)

(cf. 3440 - Inventories)

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with Education Code 17540-17555 or 34 CFR 80.32, as applicable.

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

Equipment Acquired with Federal Funds

~~***Note: Office of Management and Budget (OMB) guidance in OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments) requires a district receiving federal grant funds to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure. ***~~

The State Administrator/Superintendent or designee shall obtain prior written approval from the California Department of Education or other awarding agency before purchasing equipment with federal funds.

(cf. 3300 - Expenditures and Purchases)

All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number, and name of the district. (5 CCR 3946)

For any equipment acquired in whole or in part with federal funds, the State

Administrator/Superintendent or designee shall develop adequate maintenance procedures to keep the property in good condition. He/she shall also develop adequate safeguards to prevent loss, damage, or theft of the property and shall investigate any loss, damage, or theft. (34 CFR 80.32)

(cf. 3530 - Risk Management/Insurance)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program. (34 CFR 80.32)

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

17605 Delegation of authority to purchase supplies and equipment

35160 Authority of governing boards

35168 Inventory of equipment

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with state and federal consolidated application funds

4424 Comparability of services

16023 Class 1 - Permanent records

UNITED STATES CODE, TITLE 20

6321 Fiscal requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

80.1-80.52 Uniform administration requirements for grants to state and local governments

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87

WEB SITES

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

Office of Management and Budget: <https://www.whitehouse.gov/omb>

(9/88 6/98) 10/15

AR 3512 (d)

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: March 23, 2016

Adopted:

King City, California

Personnel

Special Education Staff

Qualifications/Assignment of Special Education Teachers

~~***Note: Individuals providing instruction in special education must possess an appropriate credential or added authorization issued by the Commission on Teacher Credentialing (CTC) permitting such service, including the (1) education specialist credential, which includes specializations in mild/moderate disabilities, moderate/severe disabilities, deaf and hard of hearing, visual impairments, physical and health impairments, early childhood special education, and language and academic development; (2) previously issued special education credential; (3) speech language pathology services credential; or (4) clinical or rehabilitative services credential authorizing the provision of audiology and/or orientation and mobility services.***~~

~~***Note: Teachers who receive an added authorization may be assigned to serve students in the broad specialty area pursuant to their credential and in the specific area of the added authorization. 5 CCR 80048.7 allows credential holders to obtain added authorizations in the following areas: autism spectrum disorders (ASD), deaf blind, emotional disturbance, orthopedically impaired, other health impaired, and traumatic brain injury. In addition, holders of a valid prerequisite teaching credential authorizing the teaching of physical education in any grade K-12 or a credential authorizing instruction or services in special education may obtain an added authorization pursuant to 5 CCR 80046.1 to provide adapted physical education to students with special needs who are unable to participate in a general physical education program. Holders of a special education teaching credential may obtain an added authorization pursuant to 5 CCR 80048.5 to provide early childhood special education to children from birth through prekindergarten. An added authorization to provide resource specialist services may be granted pursuant to 5 CCR 80070.1-80070.5 to a person who holds a special education credential, but is unnecessary for holders of education specialist credentials issued since September 1997 since that credential already includes an authorization to provide resource specialist services.***~~

~~***Note: An option that allowed districts, under certain conditions, to assign teachers who possess the mild/moderate disabilities specialization to provide instruction to students with ASD expired in 2013. Preliminary education specialist credential programs now include ASD content for all specialty areas, and preliminary and clear credentials authorize the holder to provide ASD services within their specialty areas.***~~

Any teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with the primary disability within the program placement recommended in the students' individualized education program (IEP). (5 CCR 80046.1-80048.9.4)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)
(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

~~***Note: The No Child Left Behind Act (20 USC 6319; 34 CFR 200.55-200.57) requires all teachers of core academic subjects, including special education teachers, to be "highly qualified" as defined in 20 USC 7801 and 5 CCR 6100-6126; see AR 4112.24 - Teacher Qualifications Under the No Child Left Behind Act.***~~

Special education teachers who teach core academic subjects shall possess the qualifications required by the No Child Left Behind Act. (5 CCR 6100-6126; 20 USC 1401, 6319, 7801; 34 CFR 200.55-200.57, 300.18)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

~~***Note: Pursuant to Education Code 44325, the CTC issues special education district intern credentials which authorize their holders to provide classroom instruction to students with disabilities. For requirements pertaining to internship programs, see BP/AR 4112.21 - Interns.***~~

The district may employ a person with an appropriate district intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

(cf. 4112.21 - Interns)

~~***Note: 5 CCR 80027.1 establishes the special education limited assignment teaching permit which allows a special education credential holder to serve outside his/her specialty area while completing the coursework for an added authorization in special education or an additional full specialty area in another special education area. The permit is valid for up to one year from the date of issuance but may be renewed twice, for a total of three years in the specialty area, if renewal requirements are met.***~~

The State Administrator/Superintendent or designee may request that the CTC issue a special education limited assignment teaching permit which authorizes a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. If the teacher has not yet obtained permanent status, the State Administrator/Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80026, 80027.1)

As needed, the district may apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

~~***Note: When requesting that the CTC issue a special education limited assignment teaching permit or an emergency resource specialist permit, the district must submit a Declaration of Need for Fully Qualified Educators in accordance with 5 CCR 80026. The form for the Declaration of Need is available in the CTC's online Credential Information Guide, which may be accessed only by employers. Pursuant to 5 CCR 80026, the Declaration of Need is valid for up to 12 months, but expires no later than June 30 following its submission to the CTC. See BP 4112.2— Certification for additional information regarding the Declaration of Need. ***~~

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the State Administrator/Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

~~***Note: Pursuant to 5 CCR 80021.1, if the district is unable to employ a suitable credentialed teacher after a diligent search, it may request that the CTC issue a provisional internship permit (PIP) to a qualified candidate for one year. Pursuant to 5 CCR 80021, the district may request that the CTC issue a short term staff permit (STSP) when there is a need to immediately fill a classroom vacancy. See BP/AR 4112.2— Certification for requirements related to these permits. When the district is unable to hire a person with the STSP or PIP, the district may request that the CTC issue a short term or variable term waiver. ***~~

~~***Note: Before the district applies for the STSP, PIP, or a waiver, the CTC recommends that the district first seek a special education limited assignment permit if an individual meets the requirements for that permit. See the CTC's Special Education Teaching and Services— Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, available on its web site. ***~~

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the State Administrator/Superintendent or designee may, as appropriate, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship permit pursuant to 5 CCR 80021.1, or, as a last resort, a credential waiver.

Individuals providing related services to students with disabilities, including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

The State Administrator/Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their

knowledge and skills.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

~~***Note: Pursuant to 5 CCR 80048.8.1, completion of a CTC approved induction program offered by either a district or a college/university is a requirement to earn a clear credential. Also see BP 4131.1—Teacher Support and Guidance.***~~

Whenever a candidate for a clear education specialist credential is employed by the district, the State Administrator/Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

(cf. 4131.1 - Teacher Support and Guidance)

Resource Specialists

~~***Note: Education Code 56195.8 mandates entities providing special education to adopt policy related to resource specialists. The following section fulfills this mandate and should be revised for consistency with the policy and regulations of the Special Education Local Plan Area (SELPA) in which the district participates. Also see language on caseloads for resource specialists in the section "Caseloads" below.***~~

The duties of resource specialists shall include, but are not limited to: (Education Code 56362; 5 CCR 80070.5)

1. Providing instruction and services for students with disabilities whose needs have been identified in an IEP
2. Conducting educational assessments
3. Providing information and assistance for students with disabilities and their parents/guardians
4. Providing consultation, resource information, and material regarding students with disabilities to staff members in the regular education program and the students' parents/guardians
5. Coordinating special education services with the regular school program for each student with disabilities enrolled in the resource specialist program
6. Monitoring student progress on a regular basis, participating in the review and revision of

IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team

~~***Note: Item #7 below should be deleted by districts that do not maintain secondary schools.***~~

7. Providing services for secondary students that emphasize academic achievement, career and vocational development, and preparation for adult life

Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362.

Caseloads

~~***Note: The following section should be revised to reflect district practice. Education Code 56362 specifies maximum caseloads for resource specialists. Education Code 56363.3 and 56441.7 specify caseloads for language, speech, and hearing specialists. Other special education caseloads are not set by law and may be determined through collective bargaining agreements or the policies and regulations of the SELPA in which the district participates.***~~

The State Administrator/Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, the collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4141/4241 - Collective Bargaining Agreement)

~~***Note: Education Code 56195.8 and 56362 mandate that each entity providing special education adopt policy that includes caseloads for resource specialists. Such caseloads must not exceed 28 students per resource specialist except as provided below. The following paragraph should be revised as necessary for consistency with SELPA and district practice.***~~

~~***Note: In addition, pursuant to Education Code 56362, at least 80 percent of the resource specialists within a SELPA must be provided with an instructional aide.***~~

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Governing Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

(cf. 1431 - Waivers)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

Legal Reference:

EDUCATION CODE

8264.8 Staffing ratios

44250-44279 Credentials, especially:

44256 Credential types, specialist instruction

44258.9 Assignment monitoring

44265-44265.9 Special education credential

44325-44328 District interns

44830.3 District interns, supervision and professional development

56000-56865 Special education, especially:

56195.8 Adoption of policies

56361 Program options

56362-56362.5 Resource specialist program

56363.3 Maximum caseload; language, speech, and hearing specialists

56440-56441.7 Programs for individuals between the ages of three and five years; caseloads

CODE OF REGULATIONS, TITLE 5

3051.1-3051.24 Staff qualifications to provide related services to students with disabilities

3100 Waivers of maximum caseload for resource specialists

6100-6126 Teacher qualifications, No Child Left Behind Act

80021 Short-term staff permit

80021.1 Provisional internship permit

80023.2 Emergency permits

80025.4 Substitute teaching, special education

80026 Declaration of need for fully qualified educators

80027.1 Special education limited assignment teaching permit

80046.1 Adapted physical education specialist

80046.5 Credential holders authorized to serve students with disabilities

80047-80047.9 Credentials to provide instructional services to students with disabilities

80048-80048.9.4 Credential requirements and authorizations
80070.1-80070.6 Resource specialists
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act, especially:
1401 Definition of highly qualified special education teacher
6319 Highly qualified teachers
7801 Definitions, highly qualified teacher
CODE OF FEDERAL REGULATIONS, TITLE 34
200.55-200.57 Highly qualified teachers
300.8 Definition of autism
300.18 Highly qualified special education teachers
300.34 Related services
300.156 Special education personnel requirements

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Special Education Teaching and Services Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, May 26, 2014

Education Specialist Teaching and Other Related Services Credential Program Standards, 2012

WEB SITES

California Association of Resource Specialists and Special Education Teachers:

<http://www.carsplus.org>

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

California Speech-Language-Hearing Association: <http://www.csha.org>

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

National Association of Special Education Teachers: <http://www.naset.org>

(11/09 11/10) 10/15

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: March 23, 2016

Adopted:

King City, California

Personnel

Health And Welfare Benefits

~~The district shall provide health and welfare benefits for certificated and classified employees in bargaining units in accordance with state and federal law and subject to negotiated employee agreements.~~

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

~~(cf. 4141/4241 - Collective Bargaining Agreement)~~

~~***Note: The following optional policy should be revised to reflect district practice and collective bargaining agreements. Districts that contract with the Board of Administration of the Public Employees' Retirement System to obtain a health benefit plan under the Public Employees' Medical and Hospital Care Act (PEMHCA), Government Code 22750-22944, should revise the following policy and accompanying administrative regulation to reflect the requirements of that program.***~~

The Governing Board recognizes that health and welfare benefits are essential to promote employee health and productivity and are an important part of the compensation offered to employees. The district shall provide health and welfare benefits for employees in accordance with state and federal law and subject to negotiated employee agreements.

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

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4151/4251/4351 - Employee Compensation)

Certificated management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for certificated employees. Classified management, administrative, and supervisory employees who are not in bargaining units shall receive the same health and welfare benefits as those specified in the collective bargaining agreement for classified employees.

(cf. 4300 - Administrative and Supervisory Personnel)

For purposes of granting benefits pursuant to state law, a registered domestic partner and his/her child shall have the same rights, protections, and benefits as a spouse and spouse's child. (Family Code 297.5)

The State Administrator/Superintendent or designee shall not use or disclose any medical information the district possesses pertaining to an employee without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code 56.20)

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

Continuation of Coverage

Retired-certificated employees, other employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

The district contribution toward continuation health coverage for covered employees and their qualified beneficiaries shall be the same as for current employees participating in the group health plan.

***Note: The following paragraph is for use by districts that have an average of 50 or more full-time equivalent (FTE) employees over the preceding calendar year. The federal Patient Protection and Affordable Care Act (PPACA) (42 USC 300gg-300gg95; 26 USC 4980H; 26 CFR 54.4980H-1-54.4980H-6) requires such districts to offer FTE employees and their dependents (not including spouses) the opportunity to enroll in an affordable district-sponsored group health plan or health insurance coverage that provides minimum "essential coverage," as defined in Health and Safety Code 1367.005, 26 USC 5000A, and 26 CFR 1.5000A-2 and 54.4980H-1. In addition, the district must ensure that the employee's contribution toward the cost of the coverage does not exceed 9.5 percent of his/her household income; see the accompanying administrative regulation for further information about the calculation of the employee's contribution. ***

***Note: For purposes of determining the applicability of this law, the district must calculate the number of FTE employees in accordance with 26 USC 4980H and 26 CFR 54.4980H-1. An FTE employee is one who works at least 30 hours per week (including actual work hours and hours for which an employee is paid or entitled to be paid due to vacation, holiday, sick leave, disability, jury duty, military leave, or other leave of absence). 26 CFR 54.4980H-3, as amended by 79 Federal Register 29, Feb. 12, 2014, clarifies that districts should not calculate employment breaks of four or more consecutive weeks, such as summer break, in a way that would significantly detract from the calculation of an employee's overall work hours. Thus, an employee who averages 30 hours or more per week for nine months and then no hours for three months would still be considered a full-time employee. In addition, in determining the number of FTE employees, the district must include the hours of service for all part-time employees for a calendar month divided by 120. Although part-time employees are considered in the determination as to whether the PPACA applies to the district, the district is not required under the PPACA to provide health benefits to part-time employees. See BP 4121—Temporary/Substitute Personnel. The calculation of FTE employees is complex and the district should consult legal counsel as necessary. ***

~~***Note: Beginning with the 2016 plan year, a district with 50 or more FTE employees will be required to offer health coverage that meets the PPACA requirements to at least 95 percent of its FTE employees. If a district fails to comply with this law and any FTE employee uses a federal tax credit or cost-sharing premium reduction to purchase coverage through a health exchange (i.e., Covered California), the district must pay a financial penalty.***~~

The district shall offer full-time employees who work an average of 30 hours or more per week and their dependents up to age 26 years a health insurance plan that includes coverage for essential health benefits, pays at least 60 percent of the medical expenses covered under the terms of the plan, and meets all other requirements of the federal Patient Protection and Affordable Care Act.

~~***Note: Pursuant to 26 USC 105 and 26 CFR 1.105-11, self-insured medical expense reimbursement plans are prohibited from discriminating in favor of "highly compensated" individuals as to eligibility to participate or level of benefits provided under the plan. As defined in 26 USC 105(h), "highly compensated" individuals are those who are among the highest paid 25 percent of all employees, with specified exceptions. The PPACA (42 USC 300gg-16) extends this requirement to non-self-insured group health plans. Implementation of this provision with respect to group health plans has been delayed until the first plan year after the issuance of federal regulations or other guidance on how to comply with the requirement. As of October 6, 2015, this delay is still in effect. However, it is still recommended that districts begin to review their plans and practices to be prepared to comply with the expected rules.***~~

With respect to eligibility to participate in the health benefits plan or the level of health benefits provided, the district shall not discriminate in favor of employees who are among the highest paid 25 percent of all district employees. (26 USC 105; 42 USC 300gg-16)

Continuation of Coverage

~~***Note: Education Code 7000-7005 provide for continued health and dental care benefits for retired certificated employees and their spouses/domestic partners. In addition, for districts with 20 or more employees, continued health and disability benefits for former classified and certificated employees and their qualified beneficiaries are addressed in the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) (26 USC 4980B; 29 USC 1161-1168; 26 CFR 54.4980B-1-54.4980B-10). For districts with 2-19 employees, continued health and disability benefits for former employees and their qualified beneficiaries are addressed in the California Continuation Benefits Replacement Act (Cal COBRA) (Health and Safety Code 1366.20-1366.29; Insurance Code 10128.50-10128.59). These programs provide continuation coverage for limited time periods and under limited conditions. The following section reflects the general purposes of these programs; see the accompanying administrative regulation for a summary of major program requirements.***~~

~~***Note: Pursuant to Governmental Accounting and Standards Board Statement 45, "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees) must be reported by the district as a current expense over the working years of an employee. To the extent that OPEBs are not prefunded in a designated fund or irrevocable trust, they must be reported as a liability on the district's financial statements. See BP 3100—Budget and AR 3460—Financial Reports and Accountability. ***~~

Retired certificated employees, other employees who would otherwise lose coverage due to a qualifying event specified in law and administrative regulation, and their qualified beneficiaries may continue to participate in the district's group health and welfare benefits in accordance with state and federal law.

~~***Note: The following paragraph may be revised to reflect district practice. Covered employees and their qualified beneficiaries who elect continuation coverage may be required to pay all costs of the insurance plan as provided below (Education Code 7000; Health and Safety Code 1366.26; Insurance Code 10128.56; 26 USC 4980B). Any district contribution to retired employee health costs is a negotiable item. ***~~

Unless otherwise provided for in the applicable collective bargaining agreement, covered employees and their qualified beneficiaries may receive continuation coverage by paying the premiums, dues, and other charges, including any increases in premiums, dues, and costs incurred by the district in administering the program.

Confidentiality

~~***Note: The Health Insurance Portability and Accountability Act (HIPAA) (45 CFR 164.500-164.534) specifies actions that a health plan, health care provider, or health care clearinghouse must take to protect the privacy of an individual's health information. Generally, entities covered by HIPAA may release or receive "protected health information" about an individual only if that individual gives permission or the Act expressly permits its release. ***~~

~~***Note: Civil Code 56.20-56.245 address an employer's responsibility to maintain the confidentiality of medical information it receives. ***~~

The State Administrator/Superintendent or designee shall not use or disclose any employee's medical information the district possesses without the employee's authorization obtained in accordance with Civil Code 56.21, except for the purpose of administering and maintaining employee benefit plans and for other purposes specified in law. (Civil Code 56.20)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Legal Reference:

EDUCATION CODE

7000-7008 Health and welfare benefits, retired certificated employees

17566 Self-insurance fund

35208 Liability insurance

35214 Liability insurance (self-insurance)

44041-44042 Payroll deductions for collection of premiums

44986 Leave of absence, state disability benefits

45136 Benefits for classified employees

CIVIL CODE

56.10-56.16 Disclosure of information by medical providers

56.20-56.245 Use and disclosure of medical information by employers

FAMILY CODE

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

GOVERNMENT CODE

12940 Discrimination in employment

22750-22944 Public Employees' Medical and Hospital Care Act

53200-53210 Group insurance

HEALTH AND SAFETY CODE

1366.20-1366.29 Cal-COBRA program, health insurance

1367.08 Disclosure of fees and commissions paid related to health care service plan

1373 Health services plan, coverage for dependent children who are full-time students

1373.621 Continuation coverage, age 60 or older after five years with district

1374.58 Coverage for registered domestic partners, health service plans and health insurers

INSURANCE CODE

10116.5 Continuation coverage, age 60 or older after five years with district

10128.50-10128.59 Cal-COBRA program, disability insurance

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

10604.5 Annual disclosure of fees and commissions paid

12670-12692.5 Conversion coverage

LABOR CODE

2800.2 Notification of conversion and continuation coverage

4856 Health benefits for spouse of peace officer killed in performance of duties

UNEMPLOYMENT INSURANCE CODE

2613 Education program; notice of rights and benefits

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

4980B COBRA continuation coverage

4980H Penalty for noncompliance with employer-provided health care requirements
5000A Minimum essential coverage
6056 Report of health coverage provided to employees
UNITED STATES CODE, TITLE 29
1161-1168 COBRA continuation coverage
UNITED STATES CODE, TITLE 42
300gg-300gg95 Patient Protection and Affordable Care Act, especially:
300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals
1395-1395g Medicare benefits
CODE OF FEDERAL REGULATIONS, TITLE 26
54.4980B-1-54.4980B-10 COBRA continuation coverage
54.4980H-1-54.4980H-6 Patient Protection and Affordable Care Act
1.105-11 Self-insured medical reimbursement plan
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Health Policy: Implications of Covered California for School Boards, Districts and Personnel, Governance Brief, January 2013

INTERNAL REVENUE SERVICE NOTICES

2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans

U.S. DEPARTMENT OF TREASURY PUBLICATIONS

Fact Sheet: Final Regulations Implementing Employer Shared Responsibility Under the Affordable Care Act (ACA) for 2015

WEB SITES

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

California Employment Development Department: <http://www.edd.ca.gov>

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

U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services: <http://www.cms.gov>

U.S. Department of Labor: <http://www.dol.gov>

(7/09 7/12) 10/15

Legal Reference:

EDUCATION CODE

7000-7008 Health and welfare benefits, retired certificated employees

17566 Self-insurance fund

35208 Liability insurance

35214 Liability insurance (self-insurance)

44041-44042 Payroll deductions for collection of premiums

44986 Leave of absence, state disability benefits

45136 Benefits for classified employees

CIVIL CODE

56.10-56.16 Disclosure of information by medical providers

56.20-56.245 Use and disclosure of medical information by employers

FAMILY CODE

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

GOVERNMENT CODE

22750-22944 Public Employees' Medical and Hospital Care Act

53200-53210 Group insurance

HEALTH AND SAFETY CODE

1366.20-1366.29 Cal-COBRA program, health insurance

1367.08 Disclosure of fees and commissions paid related to health care service plan

1373 Health services plan, coverage for dependent children over 18 who are full-time students

1373.621 Continuation coverage, age 60 or older after five years with district

1374.58 Coverage for registered domestic partners, health service plans and health insurers

INSURANCE CODE

10116.5 Continuation coverage, age 60 or older after five years with district

10128.50-10128.59 Cal-COBRA program, disability insurance

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

10604.5 Annual disclosure of fees and commissions paid

12670-12692.5 Conversion coverage

LABOR CODE

2800.2 Notification of conversion and continuation coverage

4856 Health benefits for spouse of peace officer killed in performance of duties

UNEMPLOYMENT INSURANCE CODE

2613 Education program; notice of rights and benefits

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 26

139C COBRA premium assistance, elimination of subsidy for high-income individuals

4980B COBRA continuation coverage

6432 COBRA premium assistance

6720C COBRA premium assistance, failure to notify health plan of cessation of eligibility

BP 4154 (h)
4254
4354

UNITED STATES CODE, TITLE 29
1161-1168 COBRA continuation coverage
UNITED STATES CODE, TITLE 42
1395-1395g Medicare benefits
CODE OF FEDERAL REGULATIONS, TITLE 26
54.4980B-1-54.4980B-10 COBRA continuation coverage
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

Management Resources:

INTERNAL REVENUE SERVICE GUIDANCE

Premium Assistance for COBRA Benefits, Notice 2009-27

WEB SITES

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

California Department of Industrial Relations: <http://www.dir.ca.gov>

California Employment Development Department: <http://www.edd.ca.gov>

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

U.S. Department of Health and Human Services, Centers for Medicare and Medicaid

Services: <http://www.cms.hhs.gov>

U.S. Department of Labor: <http://www.dol.gov>

(7/04 3/05) 7/09

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

First Reading: March 23, 2016

Adopted:

King City, California

Personnel

Health And Welfare Benefits

~~***Note: The following optional administrative regulation should be revised to reflect district practice and collective bargaining agreements.***~~

Affordability of Health Coverage

~~***Note: The following section is for use by districts that have an average of 50 or more full-time equivalent (FTE) employees over the preceding calendar year. The federal Patient Protection and Affordable Care Act (PPACA) (42 USC 300gg-300gg95; 26 USC 4980H; 26 CFR 54.4980H-1-54.4980H-6) requires such districts to offer FTE employees and their dependents (not including spouses) the opportunity to enroll in an "affordable" district-sponsored group health plan or health insurance coverage. Pursuant to 26 USC 4980H and 26 CFR 54.4980H-4, health coverage will be deemed "affordable" if the employee's contribution for employee-only health coverage does not exceed 9.5 percent of his/her modified adjusted household income, as defined in 26 USC 5000A. Because the district generally will not know the employee's household income, 26 CFR 54.4980H-5 provides that the district can meet its obligation if it meets any of the "safe harbor" standards listed in items #1-3 below. All these methods are optional and the district may choose to use one or more of these methods for all its employees or for any category of employees, provided it does so on a uniform and consistent basis for all employees within the same category. The district may retain or delete any of the items below or specify its own method for ensuring affordability.***~~

~~***Note: See the accompanying Board policy for additional requirements of the PPACA.***~~

The Superintendent or designee shall seek written assurance from the district's health insurance carrier(s) that the health plan offered to full-time district employees and their dependents meets all requirements of the federal Patient Protection and Affordable Care Act. (42 USC 300gg-300gg95; 26 USC 4980H; 26 CFR 54.4980H-1-54.4980H-6)

The Superintendent or designee also shall ensure that each employee's contribution to the employee-only health coverage does not exceed 9.5 percent of his/her modified household income, as defined in 26 USC 5000A. The Superintendent or designee shall calculate the affordability of the coverage using one or more of the following methods in a uniform and consistent basis for all employees within the same category: (26 USC 4980H; 26 CFR 54.4980H-4-54.4980H-5)

1. The district shall ensure that the lowest cost employee-only coverage does not exceed 9.5 percent of wages paid to the employee by the district for the calendar year as reported on the employee's W-2 tax form. For an employee not offered coverage for an entire

calendar year, the wages shall be adjusted to reflect the period for which coverage was offered.

2. The district shall ensure that the employee's required monthly contribution for the lowest cost employee-only coverage does not exceed 9.5 percent of an amount equal to 130 hours multiplied by the employee's hourly rate of pay on the first day of the plan year or his/her lowest hourly pay during the calendar month, whichever is lower.

3. The district shall ensure that the employee's contribution does not exceed 9.5 percent of a monthly amount determined as the federal poverty line for a single individual for the applicable calendar year, divided by 12.

Retired Certificated Employees

Any former certificated employee who retired from the district under any public retirement system and his/her spouse/domestic partner shall be permitted to enroll in the health and welfare and/or dental care benefit plan currently provided for certificated employees. The plan also shall be available to any surviving spouse/domestic partner of a former certificated employee who either retired from the district or was, at the time of death, employed by the district and a member of the State Teachers' Retirement System. (Education Code 7000)

A retired certificated employee or surviving spouse/domestic partner shall be allowed to enroll in the coverage within 30 days of losing active employee coverage. (Education Code 7000)

Continuation Coverage

Covered district employees, and their qualified beneficiaries shall be offered the opportunity to continue health and disability insurance coverage when they otherwise would lose coverage due to one of the following qualifying events: (Health and Safety Code 1366.21, 1366.23, 1373; Insurance Code 10128.51, 10128.53, 10277; 26 USC 4980B; 26 CFR 54.4980B-4)

1. Death of the covered employee
2. Termination or reduction in hours of the covered employee's employment, other than termination by reason of the employee's gross misconduct

(cf. 4117.4 - Dismissal)

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

3. Divorce or legal separation of the covered employee
4. Covered employee's becoming entitled to Medicare benefits

5. A dependent child ceasing to be a dependent child of the covered employee

Continuation health coverage shall be the same as provided to similarly situated individuals under the group benefit plan. (Health and Safety Code 1366.23; Insurance Code 10128.53; 26 USC 4980B)

The Superintendent or designee shall notify the health care service plan administrator of a qualifying event listed in item #1, 2, or 4 above, within 30 days of the event. A covered employee or qualified beneficiary shall notify the service plan administrator of a qualifying event listed in item #3 or 5 above within 60 days of the event or of the date that the beneficiary would lose coverage, whichever is later. (26 USC 4980B; 29 USC 1163, 1166; 26 CFR 54.4980B-6)

Continuation coverage shall be terminated in accordance with the district's insurance plan and federal and state law. (26 USC 4980B; 26 CFR 54.4980B-6; Health and Safety Code 1373.621; Insurance Code 10116.5)

Disability Insurance

The Superintendent or designee shall give notice of disability insurance rights and benefits to each new employee and each employee leaving work due to pregnancy, nonoccupational illness or injury, or the need to provide care for any sick or injured family member, or the need to bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption. (Unemployment Insurance Code 2613)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

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

(cf. 4261.1 - Personal Illness and Injury Leave)

Note: Education Code 7008, reflected below, does not apply to employees of districts that have contracted for health care coverage through PEMHCA, Government Code 22750-22944.

When disabled by an injury resulting from a violent act sustained while performing duties within the scope of employment and performing creditable employment, a certificated or classified employee may continue in the district health and dental care plans upon meeting criteria specified by law. The employee shall pay all employer and employee premiums and related administrative costs. (Education Code 7008)

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Regulation **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**
First Reading: March 23, 2016
Adopted: King City, California

Students

The State Administrator/Superintendent or designee shall ensure that each child entering a district school at any grade level adheres to district admission requirements and enrollment procedures.

- (cf. 5111 - Admission)
- (cf. 5111.1 - District Residency)
- (cf. 5116 - Intradistrict Open Enrollment)
- (cf. 5117 - Interdistrict Attendance)
- (cf. 5125 - Student Records)
- (cf. 5141.3 - Health Examinations)

Mandatory Exclusions

~~***Note: Education Code 48216 requires that a student who has not met immunization requirements be excluded from school attendance until he/she meets those requirements. However, pursuant to Health and Safety Code 120335 and 120370, as amended by SB 277 (Ch. 35, Statutes of 2015), a student may be exempted from one or more immunizations for medical reasons or because his/her parent/guardian submits a letter or affidavit by January 1, 2016, stating that he/she objects to immunizations based on his/her personal beliefs. Students who are granted an exemption on the basis of their parent/guardian's personal beliefs must be immunized when they enter the next grade span as defined (birth to preschool, grades K-6, or grades 7-12). The new law specifies that its provisions do not prohibit a student who qualifies for an individualized education program (IEP) from "accessing any special education and related service" required by his/her IEP. See BP/AR 5141.31 - Immunizations for further information about immunization requirements and exemptions.***~~

The State Administrator/Superintendent or designee shall not unconditionally admit any student to an elementary or secondary school, preschool, or child care and development program for the first time, nor, after July 1, 2016, admit or advance any student to grade 7-9 unless the student has been fully immunized in accordance with Health and Safety Code 120335 and BP/AR 5141.31 - Immunizations or is exempted by law.

If a conditionally admitted student has not received required immunizations within 10 days after his/her parent/guardian has been notified of the need to do so, the student shall be excluded until he/she provides written evidence that he/she has received the vaccines due at that time. (Education Code 48216; Health and Safety Code 120335, 120370; 17 CCR 6055)

- (cf. 5141.31 - Immunizations)
- (cf. 5141.22 - Infectious Diseases)

The State Administrator/Superintendent or designee shall not admit a student who is reasonably suspected of having active tuberculosis. He/she shall be denied admission until the local health

officer or licensed medical practitioner informs the district, in writing, that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 121485, 121495, 121505)

(cf. 5141.26 - Tuberculosis Testing)

The State Administrator/Superintendent or designee shall exclude a student who is infected with any contagious or infectious disease. The student shall be permitted to return to school when a medical provider informs the State Administrator/Superintendent or designee in writing that he/she is satisfied that the contagious or infectious disease no longer exists. (Education Code 49451; 5 CCR 202)

The State Administrator/Superintendent or designee shall exclude a student who resides where any contagious, infectious, or communicable disease subject to quarantine exists or has recently existed and who is subject to strict isolation or quarantine of contacts, unless written permission of the health officer is provided. (Health and Safety Code 120230)

Permissive Exclusions

A student may be excluded from attendance at a district school under either of the following circumstances:

1. If there is good cause to believe that the student has been exposed to any disease stated in Health and Safety Code 120335 and his/her documentation of immunization does not show proof of immunization against that disease, the student may be temporarily excluded from the school until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120335, 120370)

2. If the student has not had the health screening specified in Health and Safety Code 124040 before or within the first 90 days of attending first grade, he/she may be excluded for up to five days unless the parent/guardian has presented a waiver or the district has exempted the student from this requirement in accordance with law. (Health and Safety Code 124105)

(cf. 5141.32 - Health Screening for School Entry)

~~Exclusions From Attendance~~

~~Students may be excluded from attendance at district schools if they:~~

- ~~1. Are under the legal age of attendance, except as otherwise provided by law. (Education Code 48210)~~

~~(cf. 5111—Admission)~~

- ~~2. Do not present evidence of immunization from certain infectious diseases as required by law. A student shall not be excluded, however, if the parent/guardian, in writing, requests exemption from the immunization requirement on the basis of the student's physical condition or a conflict with the parent/guardian's religious beliefs. (Health and Safety Code 120335, 120365, 120370)~~

~~(cf. 5141.31—Immunizations)~~

- ~~3. Are reasonably suspected of having active tuberculosis. (Health and Safety Code 121485, 121495, 121505)~~

~~(cf. 5141.26—Tuberculosis Testing)~~

- ~~4. Are infected with any contagious or infectious diseases. (Education Code 49451; 5 CCR 202)~~

~~(cf. 5141.22—Infectious Diseases)~~

~~(cf. 5141.33—Head Lice)~~

- ~~5. Reside where any contagious, infectious, or communicable disease subject to quarantine exists or has recently existed, unless written permission of the health officer is provided. (Health and Safety Code 120230)~~
- ~~6. Have not had the health screening, specified in Health and Safety Code 124040, before or within the first 90 days of attending first grade. Such students may be excluded for up to five days unless the parent/guardian has presented a waiver or the district has exempted the student from this requirement in accordance with law. (Health and Safety Code 124105)~~

~~(cf. 5141.32—Health Screening for School Entry)~~

Notifications to Parents/Guardians

Prior to excluding a student from attendance, the State Administrator/Superintendent or designee shall send a notice to the student's parent/guardian stating the facts leading to the exclusion.

The State Administrator/Superintendent or designee may exclude a student without prior notice to the parent/guardian if the student is excluded because: (Education Code 48213)

1. He/she resides in an area subject to quarantine pursuant to Health and Safety Code 120230

2. He/she is exempt from a medical examination but suffers from a contagious or infectious disease pursuant to Education Code 49451.
3. The State Administrator/Superintendent or designee determines that the presence of the student would constitute a clear and present danger to the safety or health of other students or school personnel.

However, in such cases, the State Administrator/Superintendent or designee shall send a notice as soon as reasonably possible after the exclusion. (Education Code 48213)

In all other cases, the State Administrator/Superintendent or designee shall send a notice to the student's parent/guardian stating the facts leading to the exclusion, prior to excluding the student from attendance.

Appeals from Exclusion

Upon exclusion of his/her child, a parent/guardian may meet with the State Administrator/Superintendent or designee to discuss the exclusion. If the parent/guardian disagrees with the decision of the State Administrator/Superintendent or designee to exclude his/her child, he/she may appeal the decision to the Governing Board.

The parent/guardian shall have an opportunity to inspect all documents upon which the district is basing its decision, to challenge any evidence and question any witness presented by the district, to present oral and documentary evidence on the student's behalf, and to have one or more representatives present at the meeting.

Legal Reference:

EDUCATION CODE

~~48210-48216 Persons excluded~~

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

~~49408 Information of use in emergencies~~

~~49451 Parent's refusal to consent~~

HEALTH AND SAFETY CODE

~~120230 Exclusion of persons from school~~

~~120325-120380 Educational and child care facility immunization requirements~~

~~121475-121520 Tuberculosis tests for students~~

~~124025-124110 Child Health and Disability Prevention Program~~

CODE OF REGULATIONS, TITLE 5

~~202 Exclusion of students with a contagious disease~~

Management Resources:

WEB SITES

California Department of Health Services: <http://www.cdph.gov>AR

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>
Centers for Disease Control and Prevention: <http://www.cdc.gov>
(3/93-10/95) 11/04

Legal Reference:

EDUCATION CODE

48210-48216 Persons excluded

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

49408 Information of use in emergencies

49451 Parent's refusal to consent

HEALTH AND SAFETY CODE

120230 Exclusion of persons from school

120325-120380 Educational and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

124025-124110 Child Health and Disability Prevention Program

CODE OF REGULATIONS, TITLE 5

202 Exclusion of students with a contagious disease

CODE OF REGULATIONS, TITLE 17

6055 Exclusion for failure to obtain required immunizations

Management Resources:

CSBA PUBLICATIONS

Recent Legislation on Vaccines: SB 277, Fact Sheet, August 2015

WEB SITES

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

California Department of Public Health, Immunization Branch:

<http://www.cdph.ca.gov/programs/immunize>

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

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

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Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: March 23, 2016

Adopted:

King City, California

Students

Student Records

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (34 CFR 99.3; Education Code 49061, 49062; 5 CCR 430)

Student records do not include: (34 CFR 99.3; Education Code 49061, 49062; 5 CCR 430)

1. Directory information

(cf. 5125.1 - *Release of Directory Information*)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute
3. Records of the law enforcement unit of the district, subject to the provisions of 34 CFR 99.8

(cf. 3515 - *Campus Security*)

(cf. 3515.3 - *District Police/Security Department*)

4. Records created or received by the district after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for stipulated periods of time and are then destroyed in accordance with state law,

regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Access means a personal inspection and review of a record, an accurate copy of a record or receipt of an accurate copy of a record, an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in education records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records. School officials and employees include contractors, consultants, volunteers, or other parties to whom the district has outsourced district functions and who perform services for which the district would otherwise use employees.

A *legitimate educational interest* is one held by school officials and employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Access Without Prior Written Consent

The following persons or agencies shall have absolute access to any and all student records in accordance with law:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student age 18 or older or a student under the age of 18 who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)

~~***Note: Pursuant to Education Code 56041.5, all the rights accorded to the parent/guardian of a student with disabilities, including the right to access student records, are transferred to the student when he/she reaches age 18 years except when the student has been declared incompetent under state law. ***~~

3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

~~***Note: Education Code 49076 and 34 CFR 99.31 require that access to relevant records be given to parents/guardians of a dependent child, defined by 26 USC 152 as one who lives with his/her parent/guardian for more than half the taxable year, has not provided more than half of his/her own support during that year, and has not filed a joint tax return with a spouse. ***~~

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)

2. **Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)**
3. **School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)**
4. **Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)**

(cf. 5113.1 - Chronic Absence and Truancy)

5. **Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)**

~~***Note: 34 CFR 99.34 requires the district to make a reasonable attempt to notify the parent/guardian or adult student when the district discloses certain information as described in the following paragraph. However, if the district includes a statement in its annual parental notification that the district may forward education records under these circumstances, it is not obligated to individually notify parents/guardians or adult students. The following optional paragraph may be deleted by districts that include such a statement in their annual parental notification. See section below entitled "Notification of Parents/Guardians." ***~~

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the State Administrator/Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

~~***Note: Item #6 below is for use by districts that maintain high schools. Education Code 69432.9 provides that all students in grade 12 will be considered Cal Grant applicants and will have their grade point average (GPA) submitted to the Student Aid Commission, unless they opt out or are permitted under Commission rules to submit test scores in lieu of the GPA. AB 1091 (Ch. 637, Statutes of 2015) amended Education Code 69432.9 to require that the report be submitted on a standardized form provided by the Commission. Pursuant to Education Code 69432.92, as added by AB 1091, the Commission may also require that districts submit verification of high school graduation or its equivalent for all students who graduated in the prior academic year, except for students who have opted out.***~~

~~***Note: Education Code 49432.9 requires that parents/guardians be notified that their child's GPA will be forwarded unless they opt out within the time period specified in the notice. This notification should be included in the annual parental notification issued pursuant to Education Code 48980.***~~

6. The Student Aid Commission, for the purpose of providing the grade point average (GPA) of all district students in grade 12, and subsequently providing verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program, except when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA (Education Code 69432.9, 69432.92)

No later than October 15 each year, the State Administrator/Superintendent or designee shall notify each student in grade 12, and his/her parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission unless he/she opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the State Administrator/Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

~~***Note: Pursuant to Education Code 49076, county placing agencies authorized to assess the effectiveness of a state or federally funded program on behalf of federal, state, or local officials and agencies may be allowed access to student records. Education Code 49076 also authorizes districts, county offices of education, and county placing agencies to develop cooperative agreements to facilitate confidential access to and exchange of student information by email, facsimile, electronic format, or other secure means, provided the agreement complies with the requirements of 34 CFR 99.35.***~~

8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)

9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the State Administrator/Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the

parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

12. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the State Administrator/Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the State Administrator/Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the State Administrator/Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

14. Any foster family agency with jurisdiction over currently enrolled or former students for purposes of accessing those students' records of grades and transcripts and any individualized education program developed and maintained by the district (Education Code 49069.3)

(cf. 6173.1 - Education for Foster Youth)

***Note: AB 1068 (Ch. 713, Statutes of 2013) amended Education Code 49076 to add authorization to disclose records pursuant to items #15-17 below. ***

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

16. An individual who completes items 1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))

18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the State Administrator/Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the State Administrator/Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the State Administrator/Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Discretionary Access

At his/her discretion, the State Administrator/Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the State Administrator/Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

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

Unless it would further endanger the health or safety of the student or other persons, the State Administrator/Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
 - a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is

enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)

5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

~~***Note: Education Code 49076 includes "contractors" and "consultants," as defined in the section "Definitions" above, among the categories of individuals to whom a student's personally identifiable information may be disclosed under certain circumstances. Unlike 34 CFR 99.34, however, Education Code 49076 prohibits disclosure of such information to volunteers and other parties.***~~

6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

~~***Note: Items #7 and 8 below are for use by districts that maintain high schools.***~~

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)

8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

When disclosing records for the above purposes, the State Administrator/Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

De-identification of Records

~~***Note: 20 USC 1232(g) and Education Code 49076 authorize the district to release student records for specified purposes (e.g., to federal and state officials conducting program audits or to organizations conducting studies) without parent/guardian consent after the removal of all~~

~~"personally identifiable information" as defined in the section entitled "Definitions" above and provided that the district has made a reasonable determination that a student's identity will not be personally identifiable through single or multiple releases. Education Code 49074 further authorizes the district to provide de-identified statistical data to public or private agencies, postsecondary institutions, or research organizations when such actions would be "in the best educational interests of students."~~

~~34 CFR 99.31 lists objective standards under which districts may release information from de-identified records. These standards are applicable to both requests for individual, redacted records and requests for statistical information from multiple records. ***~~

When authorized by law for any program audit, educational research, or other purposes, the State Administrator/Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the State Administrator/Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

~~In addition, the following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest: (34 CFR 99.31; Education Code 49076)~~

- ~~1. Parents/guardians of a dependent student age 18 or older (Education Code 49076; 34 CFR 99.31)~~
- ~~2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)~~
- ~~3. School officials and employees consistent with definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)~~
- ~~4. Members of a school attendance review board (SARB) and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)~~

~~(cf. 5113.1 - Truancy and Chronic Attendance)~~

- ~~5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)~~

When the district discloses personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
7. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

8. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
9. A prosecuting agency for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
10. Any probation officer, district attorney or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation subject to specified evidentiary rules (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the record(s) that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

11. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or

provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

12. Any county placing agency for the purpose of preparing a health and education summary pursuant to Welfare and Institutions Code 16010 for a child placed in foster care, fulfilling educational case management responsibilities required by the juvenile court or by law, or assisting with the school transfer or enrollment of a student (Education Code 49076)

(cf. 6173.1—Education for Foster Youth)

Foster family agencies with jurisdiction over currently enrolled or former students may access those students' records of grades and transcripts and any individualized education program (IEP) developed and maintained by the district with respect to such students. (Education Code 49069.3)

(cf. 6159—Individualized Education Program)

When authorized by law to assist law enforcement in investigations of suspected kidnapping, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. The information shall be released only to designated peace officers, federal criminal investigators, and federal law enforcement officers whose names have been submitted in writing by their law enforcement agency in accordance with the procedures specified in Education Code 49076.5. (Education Code 49076.5)

At his/her discretion, the Superintendent or designee may release information from a student's records to the following: (34 CFR 99.31, 99.36; Education Code 49076)

1. Appropriate persons, including parents/guardians of a student, in an emergency, if the health and safety of the student or other persons are at stake
2. Accrediting associations
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that:
 - a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that includes the information in 34 CFR 99.31.

4. ~~Officials and employees of private schools or school systems where the student is enrolled or intends to enroll~~
5. ~~Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, in which case the Superintendent or designee shall notify the student's parent/guardian of his/her rights in accordance with law prior to releasing the information (Health and Safety Code 120440)~~
6. ~~Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that, information permitting the personal identification of a student or his/her parents/guardians for these purposes may be disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)~~
7. ~~County elections officials for the purpose of identifying students eligible to register to vote and offering such students an opportunity to register (Education Code 49076; 34 CFR 99.31, 99.36)~~

(cf. 1400—Relations Between Other Governmental Agencies and the Schools)

~~The Superintendent or designee may release information specified in law regarding a student's immunization record to local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health. Prior to releasing such information, the Superintendent or designee shall notify the parent/guardian of his/her rights in accordance with law. (Health and Safety Code 120440)~~

Persons Granted Access With Prior Written Consent

~~Persons, agencies, or organizations not afforded access rights by law may be granted access only through written permission of the parent/guardian or adult student, or by judicial order. (Education Code 49075)~~

~~Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent may grant consent if both parents notify the district, in writing, that such an agreement has been made. (Education Code 49061)~~

(cf. 5021—Nonecustodial Parents)

~~Any person, agency, or organization granted access is prohibited from releasing information to another person or agency without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)~~

De-Identification of Records

~~When authorized by law for any program audit, educational research, or other purposes the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information, a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information. (34 CFR 99.31)~~

Process for Providing Access to Records

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For those individuals for whom the law requires that access be granted based on a legitimate educational interest, the request shall specify such interest involved.

When prior written consent is required by law, the parent/guardian shall provide a written, signed and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the State Administrator/Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The log does not need to include record of access by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information

(cf. 5125.1 - Release of Directory Information)

4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student age who is 16 years or older or who has completed the 10th grade, custodian of records, and certain state/federal officials. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

Changes to Student Records

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

Only a parent/guardian having legal custody of the student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - *Challenging Student Records*)

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

Mandatory Permanent Student Records

The following *Mandatory Permanent Student Records* shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - *Admission*)

3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - *District Residency*)

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

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

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

7. Verification of or exemption from required immunizations

(cf. 5141.31 - *Immunizations*)

8. Date of high school graduation or equivalent

Mandatory Interim Student Records

Mandatory Interim Student Records, unless forwarded to another district, shall be maintained subject to destruction during the third school year following a determination that their usefulness

has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

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

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

2. A log identifying persons or agencies who request or receive information from the student record

3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

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

5. Language training records

(cf. 6174 - Education for English Language Learners)

6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information

8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action

9. Parent/guardian authorization or denial of student participation in specific programs

10. Results of standardized tests administered within the past three years

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

If a student transfers into this district from any other school district or a private school, the State Administrator/Superintendent or designee shall inform the parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the State Administrator/Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5119 - Students Expelled From Other Districts)

When a student transfers from this district to another school district or to a private school, the State Administrator/Superintendent or designee shall forward a copy of the student's mandatory permanent record as requested by the other district or private school. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the State Administrator/Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - *Withholding Grades, Diploma or Transcripts*)

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the State Administrator/Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. Insofar as practicable, the district shall provide these notices in the student's home language and shall effectively notify parents/guardians or eligible students who are disabled. (34 CFR 99.7; Education Code 49063)

(cf. 5145.6 - *Parental Notifications*)

The notice shall include: (34 CFR 99.7, 99.34; Education Code 49063)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights

(cf. 5125.3 - *Challenging Student Records*)

8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law

11. The availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the United States Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

(3/06-3/08)-3/09

Student Records from Social Media

~~***Note: The following optional section is for use by districts that have adopted a program, pursuant to Education Code 49073.6, as added by AB 1442 (Ch. 799, Statutes of 2014), to gather or maintain any information obtained from students' social media activity that pertains directly to school safety or student safety. Districts that adopt such a program, as specified in the accompanying Board policy, must comply with the requirements described below. Districts that have not adopted such a program should delete the following section.***~~

For the purpose of gathering and maintaining records of students' social media activity, the State Administrator/Superintendent or designee shall: (Education Code 49073.6)

1. **Gather or maintain only information that pertains directly to school safety or student safety**
2. **Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information**
3. **Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first**
4. **Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may**

be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.

5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:

a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian

b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

(11/12 12/14) 12/15

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

First Reading: March 23, 2016

Adopted:

King City, California

Students

Immunizations

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 6142.8 - Comprehensive Health Education)

~~***Note: The following optional paragraph should be revised to reflect the grade levels and programs offered by the district.***~~

~~***Note: Health and Safety Code 120335 requires districts to ensure that students are fully immunized prior to admission. In addition, beginning July 1, 2016, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), requires districts to ensure that students are fully immunized against all specified diseases before advancing to grade 7. See the accompanying administrative regulation for requirements pertaining to the immunization record, including the diseases for which students must be immunized.***~~

~~***Note: Health and Safety Code 120335, as amended by SB 277, further provides that students must be exempted from immunizations for any one of the following reasons: (1) a licensed physician indicates that a student should be exempted for medical reasons, (2) a parent/guardian files a letter or affidavit prior to January 1, 2016 stating his/her personal beliefs opposed to immunization (effective only until the student enters the next grade span), or (3) a student is enrolled in independent study and does not receive classroom based instruction. See the accompanying administrative regulation for further information about exemptions.***~~

Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program or, after July 1, 2016, enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

~~***Note: 17 CCR 6070 allows a transfer student to be conditionally admitted for up to 30 days-~~

~~while waiting for the transfer of immunization records from his/her previous school; see the accompanying administrative regulation. However, the California Department of Public Health's California Immunization Handbook for Child Care Programs and Schools recommends that schools request parents/guardians to bring their child's personal immunization record from his/her health care provider to registration, rather than waiting for the cumulative file, especially if the student's former school is located outside the United States. In this way, districts would only need to request the record from the previous district for those students who could not present an adequate record at the time of entry. ***~~

~~***Note: Pursuant to 42 USC 11431 and Education Code 48853.5, homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records. See AR 6173—Education for Homeless Children and AR 6173.1—Education for Foster Youth. In addition, pursuant to Education Code 49701, children of military families must be allowed 30 days from the date of enrollment to obtain required immunizations; see AR 6173.2—Education of Children of Military Families. These exceptions are also addressed in the accompanying administrative regulation. ***~~

Each transfer student shall be requested to present his/her immunization record, if possible, upon registration at a district school.

(cf. 6173 - Education for Homeless Children)
 (cf. 6173.1 - Education for Foster Youth)
 (cf. 6173.2 - Education of Children of Military Families)

~~***Note: The following optional paragraph is for use by districts that permit medical personnel to administer immunizations at school as authorized by Education Code 49403. Pursuant to Education Code 49403, immunizations may be provided by a licensed physician or, if acting under the direction of a supervising physician, a registered nurse (including a school nurse), physician assistant, nurse practitioner, licensed vocational nurse, or nursing student acting under the supervision of a registered nurse. The authority of any health care practitioner, other than a licensed physician, to administer immunizations in a school immunization program is limited to immunizations for annual seasonal influenza, influenza pandemic episodes, and other diseases that represent a current or potential outbreak as declared by a federal, state, or local public health officer. Whenever a health care provider is authorized to administer immunizations at school, the school nurse must be notified and must maintain control, as necessary, as the supervisor of health in accordance with Education Code 44871 and other statutes. ***~~

The State Administrator/Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)
(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

44871 Qualifications of supervisor of health
46010 Total days of attendance
48216 Immunization
48853.5 Immediate enrollment of foster youth
48980 Required notification of rights
49403 Cooperation in control of communicable disease and immunizations
49426 Duties of school nurses
49701 Flexibility in enrollment of children of military families
51745-51749.6 Independent study

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease, especially:
120335 Immunization requirement for admission
120395 Information about meningococcal disease, including recommendation for vaccination
120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5

430 Student records

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 42

11432 Immediate enrollment of homeless children

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

California Immunization Handbook for Child Care Programs and Schools, August 2015

Guide to Immunizations Required for Child Care

Guide to Immunizations Required for School Entry

Parents' Guide to Immunizations Required for Child Care

Parents' Guide to Immunizations Required for School Entry

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>
California Department of Public Health, Immunization Branch:
<http://www.cdph.ca.gov/programs/immunize>
California Department of Public Health, Shots for Schools: <http://shotsforschools.org>
Centers for Disease Control and Prevention: <http://www.cdc.gov>
Education Audit Appeals Panel: <http://www.eaap.ca.gov>
U.S. Department of Education: <http://www.ed.gov>

(11/00 11/10) 10/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: March 23, 2016

Adopted:

King City, California

Students

Immunizations

Required Immunizations

~~***Note: The following optional paragraph may be revised to reflect district practice. The California Department of Public Health's (CDPH) California Immunization Handbook for Child Care Programs and Schools recommends that districts provide parents/guardians with a written notice of immunization requirements. The CDPH's Parents' Guide to Immunizations Required for School Entry and Parents' Guide to Immunizations Required for Child Care may be used for this purpose. ***~~

The State Administrator/Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.

~~***Note: The following paragraph should be revised to reflect the grade levels and programs offered by the district. Health and Safety Code 120335 requires districts to ensure that students are fully immunized prior to admission. See 17 CCR 6020 and the CDPH's California Immunization Handbook for Child Care Programs and Schools for details regarding the ages/grades at which specific immunizations are required and the doses needed. ***~~

~~***Note: Pursuant to Health and Safety Code 120335, districts must ensure that students entering grade 7 are fully immunized against pertussis. Beginning July 1, 2016, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), also requires districts to ensure that students are fully immunized against all specified diseases before advancing to grade 7. ***~~

The State Administrator/Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program for the first time nor, after July 1, 2016, admit or advance any student to grade 7 9 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)

6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

(cf. 5141.22 - Infectious Diseases)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6170.1 - Transitional Kindergarten)

However, full immunization against hepatitis B shall not be a condition by which the State Administrator/Superintendent or designee shall admit or advance any student to grade 7 9. (Health and Safety Code 120335)

~~***Note: State law does not exempt from vaccination requirements students who qualify for an individualized education program (IEP). However, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), specifies that its provisions do not prohibit a student who qualifies for an IEP from "accessing any special education and related service" required by his/her IEP. The district should consult legal counsel if it has questions about how to ensure compliance with vaccination requirements consistent with a student's IEP. The district may want to consider holding an IEP meeting to resolve any potential conflicts with the IEP. ***~~

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

(cf. 6159 - Individualized Education Program)

~~***Note: According to the CDPH's California Immunization Handbook for Child Care Programs and Schools, the immunization record must be either a personal record with entries made by the physician or agency performing the immunization or a school immunization record from the student's previous school (either the California School Immunization Record or another state's school record). 17 CCR 6070 specifies the information that must be included in the record. ***~~

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. The record must show at least the month and year for each dose, except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given during the month of the seventh birthday. (17 CCR 6070)

Exemptions

Exemption from one or more immunization requirements shall be granted under any of the

following circumstances:

1. The parent/guardian files with the district a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization. (Health and Safety Code 120370; 17 CCR 6051)

~~***Note: Health and Safety Code 120365, which exempted a student from one or more immunization requirements if his/her parent/guardian stated in writing that the immunizations are contrary to his/her beliefs, was repealed by SB 277 (Ch. 35, Statutes of 2015). However, SB 277 also amended Health and Safety Code 120335 to provide that a personal beliefs exemption may be granted for any student whose parent/guardian files a letter or affidavit prior to January 1, 2016 stating his/her beliefs opposed to immunization, and that such exemption shall be effective until he/she enters the next grade span. For this purpose, Health and Safety Code 120335 defines three grade spans: birth through preschool, grades K-6 (including TK), and grades 7-12. For example, a student granted a personal beliefs exemption in preschool must be immunized when entering kindergarten, and a student granted such an exemption in grade 4 must be immunized when entering grade 7. The district may revise item #2 to reflect grade levels offered by the district.***~~

2. The student's parent/guardian files with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

~~***Note: The following paragraph reflects the CDPH's Senate Bill 277 Frequently Asked Questions, which indicate that a personal beliefs exemption filed before January 1, 2016 may be transferred to another school or child care facility within the same district or in another school district within California. The CDPH's position is that a personal beliefs exemption from another state or country is not valid. The district should consult legal counsel if any question arises regarding the validity of a student's personal beliefs exemption.***~~

When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the State Administrator/Superintendent or designee may consult with legal counsel regarding the

applicable immunization requirements.

~~***Note: Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), exempts certain students enrolled in independent study, as provided below.***~~

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction.

(cf. 6158 - Independent Study)

Conditional Enrollment

The State Administrator/Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission.
2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The State Administrator/Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035.

(cf. 5145.6 - Parental Notifications)

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)

The State Administrator/Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

The State Administrator/Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior

school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

- (cf. 6173 - Education for Homeless Children)
- (cf. 6173.1 - Education for Foster Youth)
- (cf. 6173.2 - Education of Children of Military Families)

Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above.

- (cf. 5112.2 - Exclusions from Attendance)
- (cf. 6183 - Home and Hospital Instruction)

Before an already admitted student is excluded from school attendance because of lack of immunization, the State Administrator/Superintendent or designee shall notify the parent/guardian that he/she has 10 school days to supply evidence of proper immunization or an appropriate exemption. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

- (cf. 5141.6 - School Health Services)

The State Administrator/Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provides written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

~~***Note: The CDPH requires that school staff record all immunization dates from each student's personal immunization record onto the California School Immunization Record (often referred to as the "blue card") and then complete the documentation section of the card which includes the type of record provided and the status of the student's immunizations. The record also may be maintained electronically.***~~

~~***Note: An immunization record that is directly related to a student is an "education record" subject to the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR 99.1-99.67) and therefore generally requires parent/guardian consent to be lawfully disclosed. However, pursuant to 20 USC 1232g and 34 CFR 99.31 and 99.36, an exception exists when knowledge of the information is necessary to address an articulable and significant threat to the health or safety of the student or other individuals.***~~

The State Administrator/Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

Audits

~~***Note: The Education Audit Appeals Panel's Guide for Annual Audits of Local Education Agencies and State Compliance Reporting requires an audit of the immunization records for any school which, in the previous year, (1) failed to submit immunization assessment reports to the CDPH for kindergarten or grade 7 or (2) reported a conditional admission rate greater than 25 percent in kindergarten. The CDPH's web site contains information as to whether a school meets either of these conditions.***~~

If an audit reveals deficiencies in the district's reporting procedures, the State Administrator/Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

(11/10 11/12) 10/15

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: March 23, 2016
Adopted: King City, California

Instruction

Summer Learning Programs

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills and make academic progress.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

(cf. 0200 - Goals for the School District)
 (cf. 0460 - Local Control and Accountability Plan)
 (cf. 3552 - Summer Meal Program)
 (cf. 5030 - Student Wellness)
 (cf. 5141.6 - School Health Services)
 (cf. 5148 - Child Care and Development Program)
 (cf. 6011 - Academic Standards)
 (cf. 6142.7 - Physical Education and Activity)
 (cf. 6143 - Courses of Study)

Summer School

The State Administrator/Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

(cf. 5148.2 - Before/After School Program)
 (cf. 6171 - Title I Programs)
 (cf. 6175 - Migrant Education Program)

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

(cf. 6176 - Weekend/Saturday Classes)
 (cf. 6179 - Supplemental Instruction)

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Need course credits in order to graduate from high school before the beginning of the

next school year

(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)

~~2. Have not made sufficient progress toward passing the state exit examination required for high school graduation~~

(cf. 6162.52 - High School Exit Examination)

2. Have been retained or are at risk of being retained at their grade level

(cf. 5123 - Promotion/Acceleration/Retention)

3. Demonstrate academic deficiencies in core curriculum areas

(cf. 0460 - Local Control and Accountability Plan)

4. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program

The remaining openings shall be offered to other district students on a first-come first-served basis.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

(cf. 5113 - Absences and Excuses)
(cf. 6154 - Homework/Makeup Work)

The State Administrator/Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population such as students from low-income families, students with disabilities, and English learners. In addition, he/she shall report on the extent to which students successfully achieved the academic outcomes established for the program.

Additional Summer Learning Opportunities

The State Administrator/Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested

persons to develop, implement, and build awareness of organized activities that support summer learning.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

Strategies to support summer learning may include, but are not limited to:

1. Gathering and providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations
2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity

(cf. 1330.1 - Joint Use Agreements)

3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training programs that include an academic component

(cf. 3260 - Fees and Charges)

(cf. 5113.2 - Work Permits)

(cf. 6178.1 - Work-Based Learning)

4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals

(cf. 6020 - Parent Involvement)

5. Assigning summer homework in core curricular subject(s) that is due at the beginning of the school year for extra credit

6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subjects

7. Arranging opportunities for community service

(cf. 6142.4 - Service Learning/Community Service Classes)

Legal Reference:

EDUCATION CODE

8482-8484.6 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
37252-37254.1 Supplemental instruction
39837 Transportation to summer employment programs
41505-41508 Pupil Retention Block Grant
41976.5 Summer school programs, substantially disabled persons or graduating high school seniors
42238.01-42238.07 Local control funding formula
42238.8 Revenue limit per unit of average daily attendance
48070-48070.5 Promotion and retention
51210 Areas of study for elementary schools
51220 Areas of study for grades 1-6
51730-51732 Powers of governing boards (authorization for elementary summer school classes)
52060-52077 Local control and accountability plan
54444.3 Summer program for migrant students
56345 Extended-year program for special education students
58700-58702 Credit towards summer school apportionments for tutoring and homework assistance
58806 Summer school apportionments
60851 Supplemental instruction toward exit examination
CODE OF REGULATIONS, TITLE 5
3043 Extended school year, special education students
11470-11472 Summer school
UNITED STATES CODE, TITLE 20
6311-6322 Improving basic programs for disadvantaged students
7171-7176 21st Century Community Learning Centers

Management Resources:

CSBA PUBLICATIONS

Summer Learning and Wellness Resource Guide
School's Out, Now What? How Summer Programs Are Improving Student Learning and Wellness, Policy Brief, April 2013

NATIONAL SUMMER LEARNING ASSOCIATION PUBLICATIONS

Healthy Summers for Kids: Turning Risk into Opportunity, May 2012
New Vision for Summer School, 2010

RAND CORPORATION PUBLICATIONS

Making Summer Count: How Summer Programs Can Boost Children's Learning, 2011

WEB SITES

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

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

National Summer Learning Association: <http://www.summerlearning.org>
Partnership for Children and Youth: <http://partnerforchildren.org>
RAND Corporation: <http://www.rand.org>
Summer Matters: <http://summermatters2you.net>

(7/05 4/13) 12/13

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: March 23, 2016
Adopted: King City, California

Instruction

Evaluation Of The Instructional Program

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

The Governing Board recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the district's educational program in meeting district goals for student learning. The State Administrator/Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to improve student achievement.

(cf. 0200 - Goals for the School District)
 (cf. 0500 - Accountability)
 (cf. 6000 - Concepts and Roles)
 (cf. 6141 - Curriculum Development and Evaluation)
 (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

~~***Note: The district may revise the following paragraph to specify the data and reports that will be used to evaluate the district's instructional program. ***~~

~~***Note: Historically, California's accountability system has been based on both federal and state requirements. Federal law requires a determination as to whether schools and districts make "adequate yearly progress" (AYP) pursuant to 20 USC 6311. The state accountability system is in a state of flux, with the Academic Performance Index (API) no longer being calculated and the State Board of Education likely to adopt a multiple measures accountability system that is aligned with the state priority areas specified in Education Code 52060. Education Code 52060-52061 require that the district's local control and accountability plan (LCAP) establish goals for all students and for each numerically significant subgroup that are aligned with the state priorities, and that the district annually review progress toward the goals; see BP/AR 0460—Local Control and Accountability Plan. Pursuant to Education Code 52052, numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and, as amended by AB 104 (Ch. 13, Statutes of 2015), homeless students, when the subgroup consists of at least 30 students with a valid test score or 15 foster or homeless youth. ***~~

The State Administrator/Superintendent or designee shall provide the Board and the community with regular reports on student progress toward Board-established standards of expected achievement at each grade level in each area of study. In addition, he/she shall evaluate and report data for each district school and for every numerically significant student subgroup, as defined in Education Code 52052, including, but not limited to, school and subgroup performance on statewide achievement indicators and progress toward goals specified in the district's local control and accountability plan (LCAP).

(cf. 0460 - Local Control and Accountability Plan)
 (cf. 0510 - School Accountability Report Card)
 (cf. 6011 - Academic Standards)
 (cf. 6162.5 - Student Assessment)
 (cf. 6162.51 - State Academic Achievement Tests)
 (cf. 6162.52 - High School Exit Examination)
 (cf. 6173.1 - Education for Foster Youth)
 (cf. 6174 - Education for English Language Learners)

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education that district students receive.

Annual Monitoring of Consolidated Application Programs

~~***Note: The following optional section should be revised to reflect district practice. Pursuant to Education Code 64000-64001, the consolidated application is used by the California Department of Education (CDE) to distribute funds from certain federal categorical programs. For 2015-16, these programs include (1) Title I, Part A basic grant (low-income students); (2) Title I, Part D (delinquent students); (3) Title II, Part A (teacher quality); (4) Title III, Part A (immigrant students); (5) Title III, Part A (English learners); and (6) Title VI, Part B (rural, low-income students). As a condition of receiving continued funding for these programs, the district must make certain general assurances and certifications, including an assurance that the district's annual evaluation of categorical programs demonstrates that each program is "not one of low effectiveness" (5 CCR 3942). The district does not need to sign or return the general assurances, but does need to keep them on file for compliance reviews, complaint investigations, or audits.~~

~~***Note: Pursuant to 5 CCR 3942, criteria for the annual program evaluation are to be established by the Governing Board. In order to consolidate the district's various evaluation processes, the district may consider the progress of numerically significant student groups, in addition to other measures of student progress contained in school plans or adopted by the Board.~~

The Board and the State Administrator/Superintendent or designee shall annually determine whether the district's categorical programs funded through the state's consolidated application are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the State Administrator/Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the district level. These criteria may include, but are not necessarily limited to, the progress of all students and of each numerically significant subgroup toward goals contained in the district's LCAP, the school's single plan for student achievement, Title I local educational agency plan, and/or other applicable district or school plans.

Federal Program Monitoring

~~***Note: Pursuant to Education Code 64001, the CDE is required to monitor the district's compliance with legal requirements for categorical programs. This monitoring is accomplished through the Federal Program Monitoring (FPM) process, which is based on a combination of data and document reviews and on-site visits. Districts are assigned to one of four cycles, and may be selected for on-site or online monitoring every two years. Districts and school sites are selected based on criteria that include compliance history, academic achievement, program size, and fiscal analysis, with several districts being randomly selected for monitoring each year. During the FPM process, the CDE reviews school plans and may require a district to submit district policies, administrative regulations, or any other data necessary for the CDE to effectively monitor these programs. The CDE has developed monitoring instruments which contain major program legal requirements and are used by CDE staff to determine district compliance with the requirements. These instruments are available on the CDE's web site. Also, beginning in 2015, the CDE is transitioning to a new application, the California Monitoring Tool, to facilitate districts' response to state and federal requirements for program monitoring.***~~

~~***Note: The following paragraph is optional. The CDE does not require districts to complete a self-review as part of the FPM process. However, the CDE emphasizes that compliance monitoring should be an ongoing responsibility of the district, not an event that occurs only when the CDE conducts its on-site monitoring. The FPM program instruments may be useful for this purpose.***~~

To ensure that the district's categorical programs comply with applicable legal requirements, the State Administrator/Superintendent or designee shall, on an ongoing basis, conduct a district self-evaluation which may utilize tools developed by the district or the California Department of Education (CDE).

When the district is selected by the CDE for a Federal Program Monitoring (FPM) compliance review, the State Administrator/Superintendent or designee shall gather and submit all documentation and data required for the review and shall cooperate with CDE staff to facilitate program monitoring.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 0420 - School Plans/Site Councils)
- (cf. 0520.2 - Title I Program Improvement Schools)
- (cf. 0520.3 - Title I Program Improvement Districts)
- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
- (cf. 4131 - Staff Development)
- (cf. 5020 - Parent Rights and Responsibilities)
- (cf. 5148 - Child Care and Development Programs)
- (cf. 5148.2 - Before/After School Programs)
- (cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6171 - Title I Programs)
(cf. 6173 - Education for Homeless Children)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6200 - Adult Education)

~~***Note: According to the CDE's FPM Frequently Asked Questions, available on its web site, if the review results in a finding of noncompliance with legal requirements, the district must submit a Proposed Resolution of Findings through the CMT within 45 days of the date that the district was notified of the finding. The resolution agreement will specify a time period, not to exceed 225 calendar days from the last day of the review, to resolve the finding. The district may request additional resolution time if needed, and the CDE program monitor will determine whether to grant or adjust the request.***~~

In the event that the FPM review results in a finding of noncompliance in relation to any program, the State Administrator/Superintendent or designee shall submit a proposed resolution to the CDE within 45 days of the date the district was notified of the finding. The resolution shall be implemented in accordance with the terms and timeframe specified in the resolution agreement with the CDE.

The State Administrator/Superintendent or designee shall report to the Board regarding the results of the review process.

Western Association of Schools and Colleges (WASC) Accreditation

~~***Note: The following optional section is for use by districts that participate in the evaluation process leading to accreditation by the Western Association of Schools and Colleges (WASC). WASC is a private, nonprofit organization whose Accrediting Commission for Schools provides regular assessments of public and private schools in order to support ongoing improvement of the educational program. The term of the accreditation process varies from one to six years, as determined by WASC. Districts may seek accreditation for both elementary and secondary schools and may revise the following section to specify schools that will seek accreditation (e.g., only secondary schools and/or middle schools). Districts also may revise the following section to apply to any other accrediting agency.***~~

The Board believes that accreditation by the Western Association of Schools and Colleges (WASC) can foster excellence and ongoing academic improvement in the district's schools. The results of the accreditation process also may demonstrate to parents/guardians and the community that the schools are meeting their goals and objectives and the WASC criteria for school effectiveness through a viable instructional program.

The State Administrator/Superintendent or designee shall undertake procedures whereby district schools may achieve and maintain full WASC accreditation status. The schools shall conduct a self-study in accordance with WASC requirements, cooperate with the WASC committee during a site visit, and develop and review action plans to increase the effectiveness of the instructional program for students. The State Administrator/Superintendent or designee shall regularly report to the Board on the status of district schools and any WASC recommendations for school improvement.

The results of any inspection of a school by WASC, or any other the accrediting agency, shall be published not later than 60 days after the results are made available to the school.

Publication shall be by notifying each parent/guardian in writing and/or by posting the information on the district's or school's web site, as determined by the State Administrator/Superintendent or designee. (Education Code 35178.4)

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

If any district school loses its accreditation status, the Board shall give official notice at a regularly scheduled Board meeting. The State Administrator/Superintendent or designee shall provide written notification to each parent/guardian of a student in the school that the school has lost its accreditation status, including the potential consequences of the loss of accreditation status. This notice shall also be posted on the district's web site and the school's web site. (Education Code 35178.4)

Legal Reference:

EDUCATION CODE

33400-33407 Educational evaluations

35178.4 Notice of accreditation status

44662 Evaluation and assessment guidelines, certificated employee performance

48985 Compliance with translation of parental notifications

51041 Education program, evaluation and revisions

51226 Model curriculum standards

52052-52052.1 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

62005.5 Failure to comply with purposes of funds

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

3930-3937 Program requirements

3942 Continuity of funding

UNITED STATES CODE, TITLE 20

6311 Adequate yearly progress

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FPM Frequently Asked Questions

Federal Program Monitoring Instruments

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES PUBLICATIONS

Focus on Learning Joint WASC/CDE Process Guide, 2014

WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Western Association of Schools and Colleges (WASC), Accrediting Commission for Schools:

<http://www.acswasc.org>

(3/06 3/07) 10/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: March 23, 2016

Adopted:

King City, California

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

SUBJECT: Approval of Contract with AssetWORKS for Fixed Asset Management Services

MEETING: March 23, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

The District is required to report in our financial reports the capital assets of the District – items in excess of \$5,000 in value. These contracted services will allow the District to accurately comply with our required reporting obligations (audit findings in the 2014-15 audit).

Recommendation:

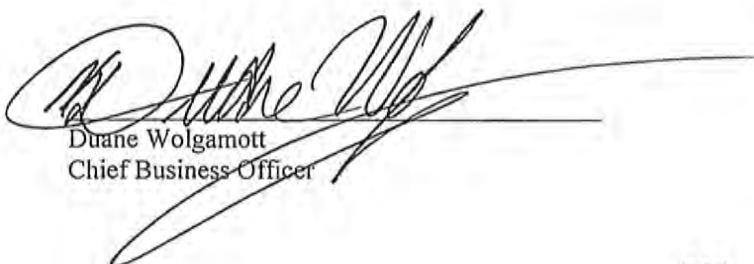
The recommendation is being made for the State Administrator to approve the contract with AssetWORKS for Fixed Asset Management Services.


Fiscal Impact:

The total cost will not exceed \$14,500 from the General Fund.

Submitted By:

Approved:


Duane Wolgamott
Chief Business Officer


Daniel R. Moirao, Ed.D.
State Administrator

AssetWORKS

March 1, 2016

Duane Wolgamott
Chief Business Official
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

RE: Fixed Asset Management Services

Dear Mr. Wolgamott:

AssetWorks LLC is pleased to submit our proposal to provide South Monterey County Joint Union High School District (District) comprehensive fixed asset inventory and management services which will include physical asset inventory of capital machinery and equipment, verification and updating of buildings and improvements and certified appraisal reports to meet external audit requirements, the financial reporting requirements of GASB 34/35 and proper asset accountability and stewardship.

AssetWorks LLC is uniquely qualified to provide the capital asset management services, utilizing significant knowledge of asset reporting and audit compliancy. The goals go beyond counting assets and recording serial numbers, the understanding of the larger picture, populating software systems and the utilization of technology to achieve compliancy on multiple levels. These are the theories AssetWorks LLC employs, taking a proactive stance and taking the initiative to develop ideas and bring new tools and techniques to better serve our clients

Please contact me directly at 800-428-1925x1806 or via e-mail at greg.friz@assetworks.com with any questions or to schedule a meeting at your convenience.

Respectfully Submitted,

AssetWorks LLC



Gregory N. Friz, Managing Director

AssetWORKS

Proposal to Provide Fixed Asset Management Services



Respectfully Submitted by:

AssetWorks LLC

Gregory N. Friz

Managing Director

6404 Wilshire Blvd., Suite 750

Los Angeles, CA 90048

greg.friz@assetworks.com

www.assetworks.com

Phone: 800-428-1925 x1806

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STATEMENT OF QUALIFICATIONS

AssetWORKS

AssetWorks LLC offers asset management solutions that embrace all aspects of capital asset and asset verification tracking, valuation and reporting. Our innovative solutions help organizations to vastly improve GASB34/35 compliance, generate detailed financial reports, carry out depreciation and capitalization modeling, track property disposal, generate property insurance reports, and much more.

The District can confidently select AssetWorks LLC as a partner to provide asset management services. Specializing in providing asset management consulting, inventory, reconciliation, and valuation we offer:

- Two decades providing Enterprise Asset Management software solutions (EAM) and have the reputation of being the “best of class” provider. We are proud members of the Association of School Business Officials (ASBO), California Association of School Business Officials (CASBO) and the National Property Management Association (NPMA).
- With offices nationwide we offer our clients the resources of a national firm with the local knowledge of a small, local company.
- AssetWorks LLC is the technology pioneer in asset management solutions. We have the most advanced enterprise asset solution to support our client’s asset management needs.
- We have successfully provided asset management tracking, verification and consulting services for more than 5,000 entities across the United States, Europe, and Puerto Rico including *over 1,000 educational clients*.

AssetWorks LLC is a Constellation Software, Inc. company. Constellation Software, Inc. is an international provider of market-leading software and services to a variety of industries, across both public and private sectors. The company was founded in 1995 and has a large, diverse customer base of 70,000 customers, operating in over 100 countries around the world. Constellation is an extremely healthy organization with consolidated revenues exceeding US\$1.2 billion.

WORK PLAN

Our in-house appraisers will conduct an onsite inspection to record all capital fixed assets with an original cost of \$5,000 and greater. The resulting data will provide the District proper accountability and stewardship of capital assets, assist with the financial reporting requirements of GASB 34, and external audit requirements. Additionally, identifying depreciable lives and calculation of accumulated and annual depreciations will take place followed by reporting in a format that is both useable and compliant. Data will be provided in both hard copy and electronic formats.

Planning & Project Coordination

After a thorough analysis of the required project scope, a work plan will be developed to coordinate, perform, and provide a comprehensive and accurate physical inventory and reconciliation. The work plan will include:

- Initial project plan
- Inventory and data collection schedule
- Identify current locations and organizations for asset ownership
- Review of current fixed asset system
- Finalize quality control procedures
- Review deliverables

District Assistance

The success of this project substantially lies in the preparations and pre-project planning. We ask the District for assistance with the following:

- Notify key departments and contacts at each site of the project
- Enable access to all sites, buildings and rooms (master keys where possible)
- Prepare a current list of licensed vehicles to be included in the reports
- Provide the most recent fixed asset data in MS Excel format

Asset Inventory and Verification-Machinery, Furniture & Equipment

A detailed inspection and field inventory will be conducted at all buildings, identifying each asset with an original cost of \$5,000 and greater by location, building and room. The on-site asset inventory and verification will:

- Verify asset existence based on scanned re-inventory
- Confirm asset location to the site/building/room level
- Confirm custodial responsibility
- Identify unrecorded assets such as additions, retirements and transfers
- Verify asset status and condition

All assets included in our inventory and appraisal will be recorded and categorized by major account. This segregation of items will assist in reporting asset valuation totals for capital asset reporting formats. Our appraisers will utilize hand held computers equipped with laser scanners to verify the asset data and record any missing information including the following data:

- | | |
|--------------------------------|-----------------------------------|
| a. Asset Identification Number | i. Building |
| b. Description | j. Site/Location |
| c. Quantity | k. Room/Sublocation |
| d. Acquisition Date | l. Cost Information |
| e. Manufacturer | m. Funding Source |
| f. Model | n. Department |
| g. Serial Number | o. Normal Useful Life |
| h. Asset Account | p. Miscellaneous (e.g. old tag #) |

Buildings, Land & Improvements

Buildings, land and improvement capital assets will be included based upon information provided by the District. AssetWorks will verify existing capital assets in this category as well as perform inventory and valuations for any new assets acquired by the District not included in the report provided. We ask the District to compile any existing information for this category of assets in preparation for the project.

COSTING & VALUATION METHODOLOGY

The offsite valuation portion of the project entails the research and calculations necessary to formulate historic costs. The project manager and quality control supervisor work hand-in-hand to ensure the integrity of the data. The focus is on completeness, accuracy and proper formatting of all data prior to final processing and delivery.

Our investigation of the property will follow generally accepted appraisal techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. This includes use of the straight-line method of depreciation. We will determine original cost by using the following costing methods:

Direct Costing method will be used where historical data is readily available from District records. The actual purchase cost and acquisition date will be maintained for those assets. While AssetWorks LLC is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by the District to tie back original cost and dates of acquisition on recent acquisitions.

Standard Costing is used when inventoried property units/groups not reconciled to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.

Normal Costing method will be used where no historical information is readily available. These assets will be valued on a current basis and back-trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

During the course of the valuation research, our appraisers will examine all assets to determine original cost, defined as follows:

ORIGINAL COST is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.

PROJECT DELIVERABLES

Reports will be presented in an easy-to-read format and include asset exception reports, draft reports, final detail summary reports as well as a master data file. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Reports will include:

Preliminary Reports

Draft Summary and detail reports will be sent via email in .pdf format for review. We provide two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance, AssetWorks LLC will then prepare and deliver final reports in electronic and hard-copy format.

Final Reports

One original of the final report will be provided in hardcopy format. Our conclusions will assist the District with meeting the financial reporting requirements of GASB 34, external audit requirements and accountability and stewardship of District assets. Final Reports will include:

Final reports will include:

Accounting Reports

- Property Accounting Summary
- Property Accounting Ledger/Detail
- Property Accounting Summary Year-To-Date Depreciation
- Property Accounting Ledger/Detail Year-To-Date Depreciation
- Net Changes Summary – Depreciation by Program

Electronic Reports

- MASTER DATA FILE

PROJECT FEES & AUTHORIZATION

Our staff will be available to commence the project in 2106 and provide reports by August 31, 2016. Please return a copy of this executed agreement to the attention of the undersigned via fax to 310-470-4903 and mail the original project fees page mailed back to this office. All professional fees outlined below are in US Dollars and include out-of-pocket expenses.

		Authorization
Fixed Asset Management Services	\$14,500	_____

AssetWorks LLC will invoice the District 70% of fees at completion of our field work portion of the project with the final contract amount invoiced with our draft reports. Invoices are due within 30 days of receipt. We look forward to working with you on this important project and continuing our business partnership with the District.

RESPECTFULLY OFFERED BY:

AssetWorks LLC



Gregory N. Friz , Managing Director
March 1, 2016

ACCEPTED BY:

South Monterey County JUHSD

Signature: _____

Name: _____

Title: _____

Date: _____

ADDENDUM A-REFERENCES

During the past two decades, AssetWorks LLC staff has provided fixed asset management and inventory services to thousands of educational entities nationwide. Recent clients served by the AssetWorks LLC team similar in scope include:

Santa Ana Unified School District	Oakland Unified School District
Santa Ana, CA	Oakland, CA
Contact: Mr. Jon Geiszler	Contact: Ron Williams
Phone: (714) 558-5624	Phone: (510) 761-5329
Email: jonathon.geiszler@sausd.us	Email: ronald.williams@ousd.k12.ca.us
Fixed asset inventory & management services in 2012 and 2015	Fixed asset inventory, verification & reconciliation
ADA: 52,000	ADA: 36,000
Chula Vista Elementary School District	San Bernardino Unified School District
Chula Vista, CA	San Bernardino, CA
Contact: Bernadette Faustino	Contact: Jim Cunningham
Phone: (619) 425-9660 x1383	Phone: (909) 381-1152
Email: Bernadette.faustino@cvesd.org	Email: jim.cunningham@sbcusd.com
Asset management since 2015	Fixed asset inventory & verification services in 2010 and scheduled in 2015
ADA: 22,500	ADA: 48,000

ADDENDUM B-TERMS AND CONDITIONS

- 1) AssetWorks LLC shall provide guidance to the District in determining the data required for purposes of the contemplated services. The District further agrees to provide all data specifically requested, including documentation and information to AssetWorks LLC in a timely manner. AssetWorks LLC shall assume without incurring liability therefore, that all data so provided is correct and complete.
- 2) In the event that the District provides additional and/or corrected data, documentation and information at a later date, AssetWorks LLC's efforts with respect to such additional and/or corrected data, documentation and information shall be deemed additional services and compensated in addition to the fees set forth herein based on applicable hours, professional fees and expenses.
- 3) The District acknowledges project completion upon delivery of final reports. Final report delivery occurs only upon either acceptance of the preliminary reports data by the District or upon the passing of the two-week (10 business days) period of time after preliminary report delivery, whichever comes first.
- 4) The fees proposed in this contract are valid for a period of 90 days.
- 5) To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.
- 6) The District and AssetWorks LLC shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
- 7) AssetWorks LLC will invoice the District for 70% of fees prior to start of the fieldwork portion of the project with the final contract amount invoiced with issuance of draft reports. Invoices are due within 30 days of receipt, and past due amounts may be subject to late fees of 1½ percent per month.

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

SUBJECT: Approval of Contract with Dolinka Group for a Developer Fee Justification Study and the 2016/17 Annual and Five year Report on Developer Fees

MEETING: March 23, 2016

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 State Allocation Board has approved an increase in Level 1 developer fees to \$3.48 per square foot of residential development (up from \$3.36 per square foot) and an increase to \$0.56 per square foot for commercial development (up from \$0.54 per square foot).

Our District is entitled to 1/3 of this amount as the rate set is for K-12. As a high school district we have 4/13ths of the grade levels, and as the collecting agency we get 4/12ths (1/3) of the rate set and approved by the Board.

These Level 1 developer fees are collected due to the impact of, and to partially offset the costs of development. There are increased facility costs to house the new students generated by development.

After the study is done the District will post for and hold a public hearing on a proposed Developer Fee increase and then after the public review period has passed, this will be brought back to the Board of Trustees /State Administrator as an action item to increase these impact fees.

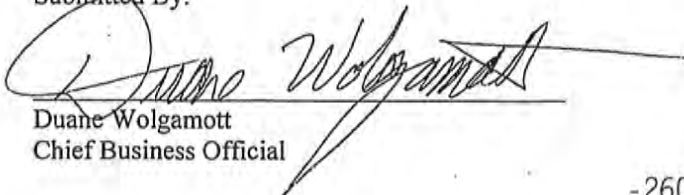
Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Dolinka Group to do the Developer Fee Impact Study and the 2016/17 Annual and Five Year Report on Developer Fees.

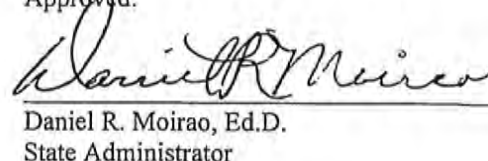
Fiscal Impact:

\$3,500 for the Impact Study and \$1,500 for the annual and 5 year reports in 2016-17.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this ____ day of _____ 2016 ("Effective Date"), by and between South Monterey County Joint Union High School District at 800 Broadway Street, King City, CA 93930, hereinafter called "Client", and Dolinka Group, LLC at 8955 Research Drive, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I.

SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II.

OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the

COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.

prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV. **OTHER AGREEMENTS OF CONSULTANT**

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

ARTICLE V. **OTHER AGREEMENTS OF CLIENT**

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 5.3 Testimony. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis. In the event Consultant is subpoenaed by a third-party in relation to services provided under this Agreement, fulfilling such obligations will be considered out of scope services and be billed based on time and materials expended.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order

or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: bdolinka@dolinkagroup.com; Client: _____), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Dolinka Group, LLC

South Monterey County Joint Union High School District

By: 
Benjamin Dolinka
President/CEO

By: _____

Date: 3/1/16

Date: _____

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EXHIBIT A

STATEMENT OF WORK SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT DEMOGRAPHIC CONSULTING SERVICES

Dolinka Group, LLC shall provide Demographic Consulting Services to the South Monterey County Joint Union High School District ("School District" or "Client") in fiscal year 2015/2016. The specific activities and tasks are listed below.

RESIDENTIAL AND COMMERCIAL/INDUSTRIAL SCHOOL FEE JUSTIFICATION STUDIES

Residential Development School Fee Justification Studies

ACTIVITY I. BACKGROUND RESEARCH

Task 1 Student Generation Factors

This task involves calculating student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the School District to residential data provided from the County Office of the Assessor ("Assessor").

Task 2 Existing School Facilities Capacity

This task involves reviewing the school facilities capacity of the School District as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level. In the absence of SAB Form 50-02, Dolinka Group will work with the School District to calculate the school facilities capacity based on an inventory of classrooms being utilized by the School District and their corresponding student loading standards at each school level.

Task 3 Future Residential Units

This task involves reviewing general plans and specific plans of jurisdictions (e.g., city or county) served by the School District, as well as tentative and final tract maps in the School District and other data to estimate the number of future residential units by housing category that can be constructed within the School District.

ACTIVITY II. DETERMINE SCHOOL FACILITY NEEDS

Task 4 Existing Capacity vs. Student Enrollment

This task involves comparing existing enrollment to facilities capacity as determined in Task 2 to determine whether any surplus seats exist to house students generated from future residential units. Dolinka Group will compare the enrollment to the capacity by school level.

Task 5 **Student Enrollment Projections**

This task involves projecting the number of students to be generated by housing category and school level from future residential units within the School District. Enrollment projections will be based on SGFs calculated in Task 1 and future units identified in Task 3.

Task 6 **School Facility Needs**

This task involves determining the number and type of school facilities by school level that will need to be expanded by the School District based on the projected enrollment calculated in Task 5 and the capacity of existing school facilities analyzed in Task 4. Dolinka Group will determine the amount of facility expansion needed to adequately house all of the students at build-out.

ACTIVITY III. SCHOOL FACILITIES IMPACT PER HOUSING CATEGORY

Task 7 **School Facility Costs**

This task involves reviewing and analyzing documents of the School District to estimate the cost of constructing or expanding the school facilities identified in Task 6. If the School District cannot provide Dolinka Group with sufficient/adequate cost information regarding the construction or expansion of school facilities, Dolinka Group will estimate school facility expansion costs based on square footage and cost allowances established by the Office of Public School Construction.

Task 8 **School Facilities Impact Analysis for Residential Development**

This task involves estimating the full school facilities impacts per unit and square foot of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities I, II, and III. If full school facilities impacts per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.

ACTIVITY IV. STUDY PREPARATION

Task 9 **Study Preparation**

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the Residential Study. Dolinka Group shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

Commercial/Industrial Development School Fee Justification Studies

ACTIVITY V. SCHOOL FACILITIES IMPACT PER COMMERCIAL/INDUSTRIAL BUILDING

Task 10 Employer Research

This task involves determining the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the School District. Dolinka Group will determine employment generation rates and employee migration factors by reviewing prior Studies prepared for the School District or analyzing data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census.

Task 11 Commercial/Industrial Fee Analysis

This task involves estimating the amount of developer impacts per square foot of floor space for each commercial/industrial building identified in Task 1, based on prototypical land use units of 1,000 square feet of floor space each. This task includes the following subtasks:

11.1 Employment Impacts

This subtask involves estimating the on-site employment impact of a prototypical land use unit. Employment impacts will be determined by land use and industry type, based on employment generation factors identified in Task 1.

11.2 Household Impacts

This subtask involves estimating, for each commercial/industrial building, the number of new households that will (i) locate within the School District, and (ii) generate additional demand for school facilities, based on the Employment Impacts per commercial/industrial building unit from Subtask 2.1. This subtask consists of six (6) additional duties, all but one of which will be applied separately to each commercial/industrial building identified in Subtask 2.1.

- A. Estimate the current number of workers per household within the School District (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data.
- B. For each commercial/industrial building, project the number of new "total households" established by persons employed within the School District, wherever these households may reside, based on Subtasks 2.1 and 2.2.A. This is the total household impact.
- C. For each commercial/industrial building, estimate the propensity to migrate, i.e., the percentage of new total households identified in Subtask 2.2.B that will reside within the School District, based on employee residence information from the Census and other sources.

- D. For each commercial/industrial building, project the number of new "local households" that will locate within the School District as a direct result of commercial/industrial development within the School District, based on Subtasks 2.2.B and 2.2.C. This is the local household impact.
- E. Estimate the propensity to occupy new housing, i.e., the percentage of new local households identified in Subtask 2.2.D that will reside in new housing units or displace existing households that will move into new housing units. The total percentage of new local households falling into these categories will be derived from the current ratios of new to existing home sales in the general School District area, as indicated by the State Department of Finance, Dataquick, and other sources.
- F. For each commercial/industrial building, project the number of new "net local households" that will locate within the School District as a result of commercial/industrial development within the School District, based on Subtasks 2.2.D and 2.2.E. This is the net local household impact.

11.3 Student Generation Impacts by School Level

This subtask involves estimating student generation impacts by School Level for each commercial/industrial building. This subtask consists of two (2) additional duties:

- A. Estimate student enrollment increases for each commercial/industrial building, based on SGFs calculated in Task 1 of the Residential Study and the net local household impacts per commercial/industrial building unit from Subtask 2.2.F.
- B. Estimate additional student enrollment increases for each commercial/industrial building based on (i) employment-related interdistrict transfer rates and (ii) estimated student enrollment increases per commercial/industrial building from Subtask 2.3.A.

The sum of both student enrollment increases from Subtasks 2.3.A and 2.3.B is the student generation impact.

Task 12 School Facilities Impact Analysis for Commercial/Industrial Development

This task involves estimating the full school facilities impacts per 1,000 square feet of commercial/industrial floor space that must be mitigated by each commercial/industrial building. If the full school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building are less than the difference between the average Residential Impact per building square foot and the new Statutory School Fee, then the full impacts for that commercial/industrial building may be charged to the developer.

ACTIVITY VI. STUDY PREPARATION

Task 13 Study Preparation

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the Commercial/Industrial Study. Dolinka Group shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

Studies Adoption Assistance

ACTIVITY VII. ASSISTANCE IN ADOPTION OF STUDIES

Task 14 Respond to Public Comments

This task involves reviewing any written comments received from members of the development community related to the Studies and assisting staff of the School District and legal counsel provide written responses to such comments.

Task 15 Preparation and Attendance at Meetings

This task involves working with staff of the School District and legal counsel to prepare for any meetings with members of the development community prior to or after the adoption of the Studies. Dolinka Group, at the request of the School District, will participate in such meetings to provide data or explanation for the Fee Studies.

Task 16 Attendance at Meetings of the Board of Education

This task involves attending meetings where the public hearing and/or consideration of the Studies occurs. Dolinka Group shall be prepared to present the Studies or answer any questions from member of the Governing Boards or public related to the Studies.

ANNUAL AND FIVE YEAR REPORTS

ACTIVITY I. ANNUAL REPORT ANALYSIS

Task 1 Identify Funds and Collection of Fees

This task involves the identification of each fund, the type of fee deposited into each fund and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

Task 2 Reconcile Account Balances

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on

these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including all terms specified under the loan provision.

Task 3 **Estimate a Date in which School Facilities will Commence Construction**

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist, identify an approximate start date by which the construction of the identified facilities will commence.

Task 4 **Disclosure of Refunds**

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

ACTIVITY II. FIVE-YEAR REPORT ANALYSIS

Task 5 **Determine the Purpose of the Fee**

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

Task 6 **Establish Relationship Between the Fee and the Facilities Funded by the Fee**

This task involves documenting the amount of school facilities impact and funding received from residential development between July 1, 2014, and June 30, 2015 (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

Task 7 **Disclosure of Future Funding Sources**

This task involves the identification of all future sources of revenues for school facilities development.

ACTIVITY III. REPORT PREPARATION

Task 8 **Report Preparation**

This task involves the preparation of an Annual and Five Year Report ("Report") pursuant to the requirements of Senate Bill 1693. Dolinka Group shall prepare one (1) draft and one (1) final Report.

EXHIBIT B
FEE SCHEDULE
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
DEMOGRAPHIC CONSULTING SERVICES

The proposed budget for services performed by Dolinka Group, LLC for South Monterey County Joint Union High School District ("Client" or "School District") under the Statement of Work for fiscal year 2015/2016 shall be as follows. The Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies") shall be a flat fee of \$3,500 (plus expenses not to exceed \$350). The first installment of \$1,750 shall be payable to Dolinka Group upon commencement of work. The second installment of \$1,750 shall be payable upon delivery of the completed Studies. The proposed budget for the Annual and Five Year Reports ("Reports") shall be a flat fee of \$1,500 (plus expenses not to exceed \$150). The first installment of \$750 shall be payable to Dolinka Group upon commencement of work. The second installment of \$750 shall be payable upon delivery of the completed Reports.

In addition to fees for services, the School District shall reimburse Dolinka Group for out of pocket expenses identified in Section 3.2 of the Agreement for Consulting Services. Such expenses shall be added to the installments listed above with a final invoice for expenses being provided at the time the School District accepts the Studies.

Payments are due upon presentation of invoice. Dolinka Group may stop work if payments are not made within 45 days of presentation of invoice.

Limitations

It is assumed that the School District or its consultants will provide all required enrollment, school facility, and other data and materials identified in the Statement of Work. If Dolinka Group must assume primary responsibility for any responsibilities of the School District, such tasks may be defined as Additional Work if they cause the maximum budget amount to be exceeded. Additional Work may also include other tasks not described in the Statement of Work.

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

SUBJECT: Approval of Consulting Agreement with Upper Hand Athletics

MEETING: March 23, 2016

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:

Upper Hand Athletics is a program to equip students with the knowledge and tools of proper nutrition, to build a healthy life style of nutrition and activity. Physical Education classes and sport programs will be introduced to the program and students will have access to online tracking of meals and online physical activities to nurture a healthy life style.

Recommendation:

It is recommended that the State Administrator approve the consultant agreement with Upper Hand Athletics.

Fiscal Impact:

\$8,000 from general fund.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
800 BROADWAY
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 *Upper Hand Athletics, Kevin Crye*, 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 February 22, 2016 and it terminates June 3, 2016 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated at the rate of \$1800.00 per diem.
- Not to exceed a total of four days of service plus student access to the online services provided by U Athletics.
- Total payment(s) to Consultant, under this contract shall not exceed eight-thousand dollars, including travel, meals, and lodging.

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

Four full academic days of instruction with students on healthy life styles, access to the online nutrition program provided by U Athletics, and consultation with staff on future programs.

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:

Kevin W. Crye / owner
CONSULTANT / TITLE

Walter R. Moirao
CONTRACT OFFICER OF THE
South Monterey County Joint Union High School District

02/22/16
Date

February 22, 2016
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:

KEVIN W. CRYE / OWNER
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 Unified School District
BE ALIVE and THRIVE 2015

1. Proposed:

I will conduct my "Be Alive and Thrive" health and wellness workshop/presentation during each physical education class on all three campuses, spanning two or two and a half days. Participants will be able to sign up for their own FREE CNP (Competitive Nutrition Program) 30 day account. Students will also receive a video series set of emails that arrive 3 times per week for 8 weeks. Topics are related to health, fitness and positive life choices. Every student will receive a laminated handout as a reference of all material covered to use as a reference. In addition, I agree to meet with the athletic directors from both schools and any coaches during the 7am to 5pm school day while I am in King City. I am open to working with specific teams as well.

2. Objectives:

Equip students with the knowledge of proper nutrition in a busy world.
Students will be able to track and catalog all nutritional habits and exercise.
Help students understand how diet and exercise affect their body. Mentally as well as physically.
Teach students how diet and exercise can lead to improved grades and more energy.
Develop lifelong learners about their health, physically and mentally as well.

3. Schedule:

Day and Time TBD

Location: Greenfield High School, King City High School, Portola-Butler CHS

4. Program Prerequisites:

Students will not need a specific fitness level or general knowledge of health and fitness related topics. Students can chose to be involved in group discussions only if they would like.

5. Program Fees:

TBD

6. Instructor/Speaker:

Kevin W. Crye



South Monterey County Joint Unified School District BE ALIVE and THRIVE 2015

I will conduct my "Be Alive and Thrive" health and wellness workshop/ presentation during each physical education class on all three campuses, spanning two or two and a half days. Participants will be able to sign up for their own FREE CNP (Competitive Nutrition Program) 30 day account. Students will also receive a video series set of emails that arrive 3 times per week for 8 weeks. Topics are related to health, fitness and positive life choices. Every student will receive a laminated handout as a reference of all material covered to use as a reference.

In addition, I agree to meet with the athletic directors from both schools and any coaches during the 7am to 5pm school day while I am in King City. I am open to working with specific teams as well.

KEVIN W. CRYE
UPPER HAND ATHLETICS FOUNDER



Kevin's clients have won Gold medals at the Olympics, World Cup Championships, World and National Series Championship status, and All-American Status titles. Many others have achieved successful professional sports careers all over the world. In addition to training, Kevin speaks to youth and adults on nutrition and overall health and wellness. Kevin Crye is credentialed physical education teacher and has trained students and athletes of all ages since 1999.



www.upperhandathletics.com

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

SUBJECT: Approval of MOU with Systems Leadership Collaborative

MEETING: March 23, 2016

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 was invited to participate in the ACSA Systems Leadership Collaborative. This is a collaborative of districts in California to work toward successful implementation of the Local Control Accountability Plan (LCAP). The intent is to build the capacity of the District and its systems for the successful implementation that will positively affect both the classroom and student achievement through the LCAP. This is taking theory and putting it into action for the long term.

Recommendation:

It is recommended that the State Administrator approve the Memorandum of Understanding with ACSA to participate in the Systems Leadership Collaborative.

Fiscal Impact:

\$10,000 from LCAP funding.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator



association of california
school administrators

officers

president Tom Amalino president-elect Ralph Gómez Porras, Ed D vice president Lisa Gonzales, Ed D

vice president for legislative action Linda Kaminski, Ed D past president Rainfall V. Delling, Ed D executive director Wesley Smith, Ed D

**MEMORANDUM OF UNDERSTANDING BETWEEN
Association Of California School Administrators (ACSA) and
South Monterey County Joint Union High School District
October 1, 2015-June 30, 2016**

Association of California School Administrators ("ACSA"), located at 1029 J. Street, Suite 500, Sacramento, CA 95814, and South Monterey County Joint Union High School District, a California public school district located at 800 Broadway Street, King City, CA 93930 ("DISTRICT") hereby enter into this Memorandum of Understanding ("MOU") effective as of October 1, 2015 ("Effective Date") for purposes of creating membership into the *Systems Leadership Collaborative*.

1. **PURPOSE**

The *Systems Leadership Collaborative* a collaborative of districts in California being organized by ACSA to work toward successful implementation of the Local Control Accountability Plan ("LCAP"). The *Systems Leadership Collaborative* will focus on research-based frameworks and proven leadership practices for building capacity of District systems, and successful implementation that positively affects both the classroom and student achievement by:

- Defining a strategic focus
- Cultivating leadership capacity
- Establishing organizational support structures
- Engaging in data-driven decision making
- Leading implementation planning and execution
- Developing a high performing culture

2. **PARTICIPATION IN THE *Systems Leadership Collaborative***

ACSA will provide a year-long process and structure that will allow for DISTRICT's teams to do their work alongside retained experts who deeply understand systems and implementation thereof. Michael Fullan will be the strategic advisor for the collaborative and Jay Westover will lead the work.

DISTRICT teams will also experience growth in two critical areas necessary for successful implementation of the LCAPs

- Leadership 'Blueprint' training
- Communications' Plan training

The *Systems Leadership Collaborative* will start in the fall of 2015 with a two-day session. At this time, DISTRICT will define their focus and create an action plan to guide the work. In January and March of 2016, DISTRICT'S team will attend regional meetings to share promising practices and partner with Michael Fullan to refine DISTRICT'S action plan. Throughout the calendar year, DISTRICT will

office locations

sacramento
1029 J Street, Suite 500, Sacramento, CA 95814
Tel 916 444 3216 • 800 608 2272
Fax 916 444 3739

burlingame
1575 Bayshore Highway, Burlingame, CA 94010
Tel 650 692 4300 • 800 608 2272
Executive Office Fax: 650 692 1508
Educational Services: 650 692 6958
Financial Services: 283-59 1029
Member Services fax: 650 692 7297

ontario
3692 Inland Empire Blvd., Suite A-230, Ontario, CA 91764
Tel 909 484 7503 • 800 608 2272
Fax 909 484 7504

web site
www.acsa.org

collaborate with the *Systems Leadership Collaborative* experts and each other. Two days of individual onsite coaching in systems and leadership development for DISTRICT'S team will also be offered. Finally, a June 2016 celebration and networking event where Michael Fullan will recognize and celebrate the collective learning, at which time other Districts outside the collaborative will be invited to learn and engage in networking.

Note: The lessons learned throughout the year will be shared with the CCEE, CDE, SBE, and ACSA membership to assist as many school districts in the State of California as possible.

3. MEMBERSHIP FEES

The District shall pay the sum of ten thousand dollars (\$10,000) for membership in the *Systems Leadership Collaborative*, which includes participation in the events described above in Section 2.

4. DISCLAIMER

DISTRICT is responsible for complying with all federal, state and local laws and regulations.

5. SIGNATURES

The signatures below are considered authorized by ACSA and DISTRICT and relied upon to constitute a fully executed

In witness whereof, the parties have executed this MOU, as of the Effective Date.

District

Association of California School Administrators

By: _____
SIGNATURE

By: _____
Chris Adams

Title: _____

Title: Assistant Executive Director

Date: _____

Date: _____

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

SUBJECT: Approval of Contract with Brandman University

MEETING: March 23, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

This internship agreement between Brandman University and the district is for individuals who are in the process of getting their credential to work in the district under the direction and continuing supervision of Brandman University. Those individuals would receive an Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission.


Recommendation:

The recommendation is being made for the State Administrator to approve the contract with Brandman University.


Fiscal Impact:

None.

Submitted By:


Daniel R. Moirao, Ed.D.
State Administrator

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Monterey Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).
- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic

standards, frameworks, and accountability systems that drive the curriculum of public schools.

- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date

of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions..

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT
INFORMATION:

South Monterey County Joint Union High
School District
800 Broadway Street
King City, CA 93930
Attn: Claudia Arellano, Director of Human
Resources
Tel: (831) 385-0606

UNIVERSITY CONTACT
INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Tel: (949) 341-9811

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the South Monterey County Joint Union High School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on March 01, 2016, and continuing until February 28, 2018 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:


DISTRICT
REPRESENTATIVES:

Signature: _____
Name: _____
Title: Superintendent
Date: _____

Signature: _____
Name: _____
Title: Human Resources
Date: _____

UNIVERSITY:

Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

Signature: 
Name: Dr. Christine Zeppos
Title: Dean, School of Education
Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
 - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

(5) **Supervision of Interns.**

(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

(6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

(a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:

- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
- Techniques to address learning differences, including working with students with special needs
- Techniques to address working with English learners to provide access to the curriculum
- Reading instruction in accordance with state standards
- Assessment of student progress based on the state content and performance standards
- Classroom management techniques
- Methods of teaching the subject fields

(b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.

(c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B
Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*

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

SUBJECT: Approval of 2016 – 2017 School Year Calendar

MEETING: March 23, 2016

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:

Attached is the proposed academic calendar for 2016-2017. There have been attempts to align this calendar with the larger elementary school districts.

Recommendation:

It is recommended that the State Administrator approve the proposed academic calendar for 2016-2017.

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

SMCJUHS D

2016-2017 School Calendar

	MON	TUE	WED	THR	FRI	Week	Quarter	Semester
July					7/1	0		
	7/4	7/5	7/6	7/7	7/8	0		
	7/11	7/12	7/13	7/14	7/15	0		
	7/18	7/19	7/20	7/21	7/22	0		
	7/25	7/26	7/27	7/28	7/29	0		
August	8/1	8/2	8/3	8/4	8/5	0		
	8/8	8/9	8/10	8/11	8/12	5		
	8/15	8/16	8/17	8/18	8/19	5		
	8/22	8/23	8/24	8/25	8/26	5		
September	8/29	8/30	8/31	9/1	9/2	5		
	9/5	9/6	9/7	9/8	9/9	4		
	9/12	9/13	9/14	9/15	9/16	5		
	9/19	9/20	9/21	9/22	9/23	5		
	9/26	9/27	9/28	9/29	9/30	5		
October	10/3	10/4	10/5	10/6	10/7	4	43	
	10/10	10/11	10/12	10/13	10/14	5		
	10/17	10/18	10/19	10/20	10/21	5		
	10/24	10/25	10/26	10/27	10/28	5		
November	10/31	11/1	11/2	11/3	11/4	5		
	11/7	11/8	11/9	11/10	11/11	3		
	11/14	11/15	11/16	11/17	11/18	5		
	11/21	11/22	11/23	11/24	11/25	2		
	11/28	11/29	11/30	12/1	12/2	5		
December	12/5	12/6	12/7	12/8	12/9	5		
	12/12	12/13	12/14	12/15	12/16	5	45	88
	12/19	12/20	12/21	12/22	12/23	0		
	12/26	12/27	12/28	12/29	12/30	0		
	1/2	1/3	1/4	1/5	1/6	0		
January	1/9	1/10	1/11	1/12	1/13	5		
	1/16	1/17	1/18	1/19	1/20	4		
	1/23	1/24	1/25	1/26	1/27	5		
	1/30	1/31	2/1	2/2	2/3	5		
February	2/6	2/7	2/8	2/9	2/10	5		
	2/13	2/14	2/15	2/16	2/17	5		
	2/20	2/21	2/22	2/23	2/24	4		
	2/27	2/28	3/1	3/2	3/3	5		
March	3/6	3/7	3/8	3/9	3/10	5		
	3/13	3/14	3/15	3/16	3/17	4	47	
	3/20	3/21	3/22	3/23	3/24	5		
	3/27	3/28	3/29	3/30	3/31	5		
April	4/3	4/4	4/5	4/6	4/7	5		
	4/10	4/11	4/12	4/13	4/14	0		
	4/17	4/18	4/19	4/20	4/21	4		
	4/24	4/25	4/26	4/27	4/28	5		
May	5/1	5/2	5/3	5/4	5/5	5		
	5/8	5/9	5/10	5/11	5/12	4		
	5/15	5/16	5/17	5/18	5/19	5		
	5/22	5/23	5/24	5/25	5/26	5		
June	5/29	5/30	5/31	6/1	6/2	3	46	93
	6/5	6/6	6/7	6/8	6/9	0		
	6/12	6/13	6/14	6/15	6/16	0		
	6/19	6/20	6/21	6/22	6/23	0		
	6/26	6/27	6/28	6/29	6/30	181	18	298

	Legal Holidays
	Non-school Days
	Minimum Days (mid-terms / finals)

	7/4	Independence Day
	8/4	Orientation for New Teachers
	8/5	Staff Development Day
	8/8	First Day of School
	9/5	Labor Day
	10/3	Non-School Day
	10/14	End of 1st Quarter
	11/10	Non-School Day
	11/11	Veterans Day
	11/24	Thanksgiving Day
	11/23 - 11/25	Thanksgiving Break
	12/14 - 12/16	Midterms/Finals (Minimum Days)
	12/16	End of 2nd Quarter
		End of 1st Semester
	12/19 - 1/6	Winter Break
	1/16	Dr. Martin Luther King, Jr. Day
	2/20	Presidents' Day (Lincoln & Washington)
	3/13	Non-School Day
	3/17	End of 3rd Quarter
	4/10 - 4/17	Spring Break
	5/19	Non-School Day
	5/29	Memorial Day
	5/31 - 6/1	Finals (Minimum Days)
	6/1	End of 4th Quarter
		End of 2nd Semester
		Last Day of School

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

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

MEETING: March 23, 2016

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
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- Ensure Board and Administrator Participation in CSBA's Masters in Governance and Other Trainings
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- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Attached is a listing of outdated textbooks that can no longer be used in our schools. Portola-Butler Continuation High School is requesting approval to surplus these books because they no longer meet the common core requirement. The site will attempt to donate the books; left over books will be destroyed.

Recommendation:

It is the recommendation that the State Administrator approve the disposal of surplus books from Portola-Butler Continuation High School.

Fiscal Impact:


None.

Submitted By:

Approved:



Diana Jiménez
Director of Educational Services



Daniel R. Moirao, Ed.D.
State Administrator

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

Reason: Obsolete Textbooks		Publisher: AGS
Title	# of Books	Reason
Physical Science	13	Obsolete
Teacher Edi- Phys Science	1	Obsolete
Biology Cycles of Life	29	Obsolete
Teacher Edi Biology Cycles of Life	1	Obsolete
Biology	11	Obsolete
Teacher Edi Biology	1	Obsolete
Earth Science	27	Obsolete
Teacher Edi Earth Science	2	Obsolete
Economics	19	Obsolete
Teacher Edi Economics	3	Obsolete
United States History	24	Obsolete
Teacher Edi United States History	2	Obsolete
World History	28	Obsolete
Teacher Edi World History	8	Obsolete
Geometry	19	Obsolete
Teacher Edi Geometry	1	Obsolete
Algebra	44	Obsolete
Teacher Edi Algebra	2	Obsolete
United States Government	19	Obsolete
Teacher Edi United States Government	1	Obsolete
World Literature	3	Obsolete
Teacher Edi Wld Literature	1	Obsolete

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

SUBJECT: Approval to Surplus Tables from King City High School

MEETING: March 23, 2016

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
- X _____ Ensure that Facilities are Safe for Staff and Students
- _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Surplus furniture for disposal:
12 Tables – 77 inches by 33 inches
13 Tables Art Tables– 24 inches by 24 inches

Recommendation:

The recommendation is being made for the State Administrator to approve the disposal of the tables.

Fiscal Impact:

Possible income if sold.

Submitted By:



Diane Miller
Director of MOTF

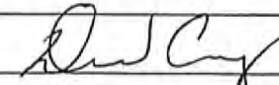
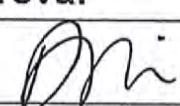
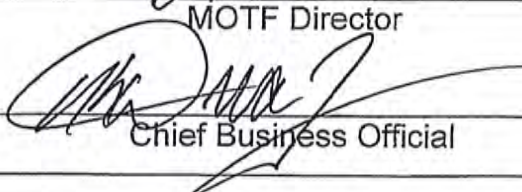
Approved:



Daniel R. Moirao, Ed.D.
State Administrator

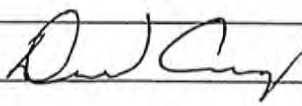
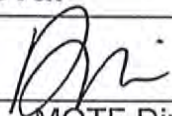
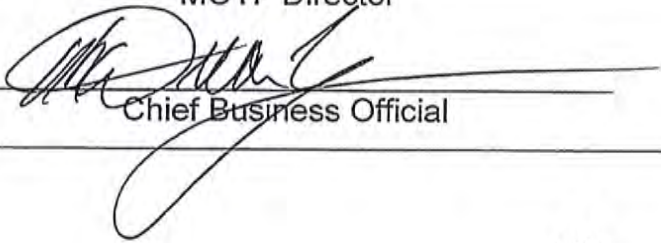
Asset Disposal Form

After signatures are obtained, submit the original form to the MOTF Office, attach a copy of the form to the item so maintenance/custodial personnel know the form has been completed, and then schedule pick-up of the item by creating a request in SchoolDude MaintenanceDirect/ HelpDesk.

1. Identifying Information					
Year	None	Make/Manufacturer	N/A / Unknown	Model	Unknown
Serial Number	N/A / None.				
Description of Item	Thirteen tall art tables, 24" x 24"				
Asset ID #					
2. Item Location					
<input type="radio"/> GHS		<input checked="" type="radio"/> KCHS		<input type="radio"/> PBHS	
				<input type="radio"/> DO	
Building		Dept/Area		Room #	
3. Purchase Information					
Was this asset purchased with grant funds?		<input type="radio"/> Yes		<input checked="" type="radio"/> No	
4. (For District Use Only) Disposition Method					
<input type="radio"/> Sold		<input type="radio"/> Donated		<input type="radio"/> Scrapped	
Reason for sale/donation/scrapping					
5. (For District Use Only) Item Value					
Sale Price	\$	Donate Value	\$		
6. Requester Information					
Name & Signature	David Craig 				
Comments					
7. Approval					
 MOTF Director			3/11/16 Date		
 Chief Business Official			3/14/16 Date		

Asset Disposal Form

After signatures are obtained, submit the original form to the MOTF Office, attach a copy of the form to the item so maintenance/custodial personnel know the form has been completed, and then schedule pick-up of the item by creating a request in SchoolDude MaintenanceDirect/ HelpDesk.

1. Identifying Information					
Year	Unknown	Make/Manufacturer	Unknown	Model	Unknown
Serial Number	Unknown / None.				
Description of Item	Drafting Tables, 77" x 33", Twelve - count				
Asset ID #	N/A				
2. Item Location					
<input type="radio"/> GHS		<input checked="" type="radio"/> KCHS		<input type="radio"/> PBHS	
				<input type="radio"/> DO	
Building	Agriculture/Flor.	Dept/Area	Floristry	Room #	199
3. Purchase Information					
Was this asset purchased with grant funds?			<input type="radio"/> Yes		<input checked="" type="radio"/> No
4. (For District Use Only) Disposition Method					
<input type="radio"/> Sold		<input type="radio"/> Donated		<input type="radio"/> Scrapped	
Reason for sale/donation/scrapping					
5. (For District Use Only) Item Value					
Sale Price	\$	Donate Value	\$		
6. Requester Information					
Name & Signature	David Croy 				
Comments					
7. Approval					
 MOTF Director			3/11/16 Date		
 Chief Business Official			3/14/16 Date		

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

SUBJECT: Board Policies - Second Reading

MEETING: March 23, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

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

Summary:

The following Board Policies are presented for a second reading and approval for the Governing's Board consideration:

AR 4032 Reasonable Accommodations (revised)

BP 4119.11 Sexual Harassment (revised)

BP 5117 Interdistrict Attendance (revised)

BP 5123 Promotion, Acceleration, Retention (revised)

BP 6142.1 Sexual Health and HIV Aids Prevention Instruction (new)

AR 6142.1 Sexual Health and HIV Aids Prevention Instruction (new)

BP 6142.92 Mathematics Instruction (new)

BP 6146.1 High School Graduation Requirement Standards of Proficiency (revised)

BP 6152.1 Placement in Mathematics Courses (new)

BP 6173 Education for Homeless Children (revised)

AR 6173 Education for Homeless Children (revised)

AR 6173.1 Education for Foster Youth (revised)

BP 6179 Supplemental Instruction (revised)

BB 9150 Student Board Members (revised)

Recommendation:

It is recommended that the State Administrator approve the policies as listed above.

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao, Ed. D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Personnel

Reasonable Accommodation

Except when undue hardship would result to the district, the State Administrator/Superintendent or designee shall provide reasonable accommodation:

1. In the job application process, to any qualified job applicant with a disability
2. To enable any qualified employee with a disability to perform the essential functions of the position he/she holds or desires to hold or to enjoy equal benefits or other terms, conditions, and privileges of employment as other similarly situated employees without disabilities

No employee or job applicant who requests an accommodation for his/her physical or mental disability shall be subjected to discrimination or to any punishment or sanction, regardless of whether the request for accommodation was grant. (Government Code 12940)

The district designates the position specified in BP 4030 - Nondiscrimination in Employment as the coordinator of its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Definitions

Disability, with respect to an individual, is defined as any of the following: (Government Code 12926; 20 CFR 1630.2)

1. A physical or mental impairment that limits one or more of the major life activities
2. A record of such an impairment
3. Being regarded as having such an impairment

Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (Government Code 12926)

Essential functions are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position. (Government

Code 12926; 29 CFR 1630.2)

Reasonable accommodation means: (Government Code 12926; 29 CFR 1630.2)

1. For a qualified job applicant with a disability, modifications or adjustments to the job application process that enable him/her to be considered for the position he/she desires
2. For a qualified employee with a disability, modifications or adjustments to the work environment, or to the manner or circumstances under which the position the employee holds or desires is customarily performed, that enable him/her to perform the essential functions of that position or to enjoy equal benefits and privileges of employment as are enjoyed by the district's other similarly situated employees without disabilities

Qualified individual with a disability means a job applicant or employee with a disability who: (29 CFR 1630.15, 1630.2)

1. Satisfies the requisite skill, experience, education, and other job-related requirements of the employment position he/she holds or desires
2. Can perform the essential functions of the position with or without reasonable accommodation
3. Would not pose a significant risk of substantial harm, which cannot be eliminated or reduced by reasonable accommodation, to himself/herself or others in the job he/she holds or desires

Undue hardship is a determination based on an individualized assessment of current circumstances that shows that the provision of a specific accommodation would cause significant difficulty or expense to the district. (29 CFR 1630.2)

Request for Reasonable Accommodation

When requesting reasonable accommodation, an employee or his/her representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition. The supervisor shall inform the coordinator of the employee's request as soon as practicable.

When requesting reasonable accommodation for the hiring process, a job applicant shall inform the coordinator that he/she will need a reasonable accommodation during the process.

When the disability or the need for accommodation is not obvious, the coordinator may ask the employee to supply reasonable documentation about his/her disability. In requesting this documentation, the coordinator shall specify the types of information that are being sought about the employee's condition, the employee's functional limitations, and the need for reasonable

accommodation. The employee may be asked to sign a limited release allowing the coordinator to submit a list of specific questions to his/her health care or vocational professional.

If the documentation submitted by the employee does not indicate the existence of a qualifying disability or explain the need for reasonable accommodation, the coordinator shall request additional documentation that specifies the missing information. If the employee does not submit such additional documentation in a timely manner, the coordinator may require him/her to submit to an examination by a health care professional selected and paid for by the district.

The district may make a medical or psychological inquiry of a job applicant or require him/her to submit to a medical or psychological examination after he/she has been given a conditional offer of employment but before the commencement of his/her job duties, provided the inquiry or examination is job-related, consistent with business necessity, and required for all incoming employees in the same job classification. (Government Code 12940)

The coordinator shall not request any job applicant's or employee's genetic information except as authorized by law. (42 USC 2000ff-1, 2000ff-5)

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

In accordance with law, the coordinator shall take steps to ensure the confidentiality of information related to medical conditions or history. As applicable, he/she shall notify the supervisor or manager of the qualified individual of any reasonable accommodation granted the individual and may notify first aid and safety personnel when the disability of the qualified individual may require emergency treatment. (42 USC 12112)

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

Granting Reasonable Accommodation

Upon receiving a request for reasonable accommodation from a qualified individual with a disability, the coordinator shall:

1. Determine the essential functions of the job involved
2. Engage in an informal, interactive process with the individual to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential accommodations, and assess their effectiveness
3. Develop a plan for reasonable accommodation which will enable the individual to perform the essential functions of the job or gain equal access to a benefit or privilege of employment without imposing undue hardship on the district

A determination of undue hardship should be based on several factors, including: (29 CFR 1630.2)

- a. The nature and net cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding
- b. The overall financial resources of the facility making the accommodation, the number of persons employed at this facility, and the effect on expenses and resources of the facility
- c. The overall financial resources, number of employees, and the number, type, and location of facilities of the district
- d. The type of operation of the district, including the composition, structure, and functions of the workforce and the geographic separateness and administrative or fiscal relationship of the facility making the accommodation to other district facilities
- e. The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business

The coordinator may confer with the site administrator, any medical advisor chosen by the district, and/or other district staff before making a final decision as to the accommodation.

Reasonable Accommodation Committee

The coordinator may appoint a committee to review or assist in the development of appropriate plans to reasonably accommodate qualified individuals who request modifications or adjustments in their work duties or environment because of known physical or mental disabilities.

Committee members shall be selected on the basis of their knowledge of the specific functions and duties required in the position, the physical work environment, available accommodations, and other relevant issues. The committee may include a district administrator, site administrator, medical advisor or rehabilitation specialist, and as necessary, a certificated and/or classified employee. Membership may change on a case-by-case basis.

At the coordinator's discretion, the employee or applicant requesting accommodation may participate in the committee's meetings. If the employee or applicant is excluded from the committee's meetings, the coordinator shall communicate with him/her so that he/she has the opportunity to interact and contribute to planning the reasonable accommodation.

Appeal Process

Any qualified individual with a disability who is not satisfied with the decision of the coordinator may appeal in writing to the State Administrator/Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:

1. A clear, concise statement of the reasons for the appeal
2. A statement of the specific remedy sought

The State Administrator/Superintendent or designee shall consult with the coordinator and review the appeal, together with any available supporting documents. The State Administrator/Superintendent or designee shall give the individual his/her decision within 15 working days of receiving the appeal.

Any further appeal for reasonable accommodation shall be considered a complaint concerning discrimination in employment and may be taken to the Governing Board in accordance with the district's procedure for such complaints.

Legal Reference:

CIVIL CODE

51 Unruh Civil Rights Act

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

UNITED STATES CODE, TITLE 29

701-794e Vocational Rehabilitation Act

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act, especially:

35.107 Designation of employee

36.101-36.608 Nondiscrimination on the basis of disability by public facilities

CODE OF FEDERAL REGULATIONS, TITLE 29

1630.2 Definitions

COURT DECISIONS

A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455

Colmenares v. Braemar Country Club, Inc., (2003) 29 Cal.4th 1019

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045

US Airways, Inc. v. Barnett, (2002) 535 U.S. 391, 122 S.Ct. 1516

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

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

WEB SITES

AR 4032 (f)

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

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
(3/01 3/03) 7/10

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Personnel

SEXUAL HARASSMENT

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

The State Administrator/Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

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

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions (5 CCR 4964).

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or State Administrator/Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the State Administrator/Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance AR 4030 – Nondiscrimination in employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

7288.0 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

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

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

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

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

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

(11/01 3/04) 7/05

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Students

INTERDISTRICT ATTENDANCE

The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.

(cf. 5116.1 - Intradistrict Open Enrollment)

The Board desires to communicate with parents/guardians and students regarding the district's educational programs and services. .

Interdistrict Attendance Permits

Upon request by students' parents/guardians, the State Administrator/Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.

The interdistrict attendance permit shall not exceed a term of five years and shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied.

(Education Code 46600)

The State Administrator/Superintendent or designee may deny interdistrict attendance permits because of overcrowding within district schools or limited district resources.

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district to a school district of choice, if the other school district approves the application for transfer. (Education Code 48301)

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

Legal Reference:

EDUCATION CODE

46600-46611 Interdistrict attendance agreements
48204 Residency requirements for school attendance
48300-48315 Student attendance alternatives
48915 Expulsion; particular circumstances
48915.1 Expelled individuals: enrollment in another district
48918 Rules governing expulsion procedures
48980 Notice at beginning of term
52317 ROP, enrollment of students, interdistrict attendance

GOVERNMENT CODE

6250-6270 Public Records Act

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 198 (2001)

87 Ops.Cal.Atty.Gen. 132 (2004)

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

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

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

(2/95 7/04) 11/07

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Students

Promotion/Acceleration/Retention

The Governing Board expects students to progress through each grade level within one school year. To accomplish this, instruction should accommodate the variety of ways that students learn and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement that are established by the governing board.

Progress toward high school graduation shall be based on the student's ability to pass the required subjects and electives necessary to earn the required number of credits. The student must also perform a required number of community service hours.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

Students shall be identified on the basis of grades and units earned.

In order to be designated at each grade level, grades 9-12, and in order to be eligible to participate in school activities for a specific grade level, students must earn the following credits toward graduation:

Grade 9	0-59 credits
Grade 10	60-119 credits
Grade 11	120-179 credits
Grade 12	180 + credits
Graduation	240 + credits

When a student in grades 9 is retained or recommended for retention, the State Administrator/Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 37252.2, 37252.8, 48070.5)

When a student is recommended for retention or is identified as being at risk for retention, the State Administrator/Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6179 - Supplemental Instruction)

Legal Reference:

EDUCATION CODE

37252-37254.1 Supplemental instruction

41505-41508 Pupil Retention Block Grant

46300 Method of computing average daily attendance

48010 Admittance to first grade

48011 Promotion/retention following one year of kindergarten

48070-48070.5 Promotion and retention

56345 Elements of individualized education plan

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs Promotion, Retention, and Grading (students with disabilities)

FAQs Pupil Promotion and Retention

Kindergarten Continuance Form

WEB SITES

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

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

(7/05 12/13) 12/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

Sexual Health And HIV/AIDS Prevention Instruction

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall provide students with the knowledge and skills necessary to protect them from sexually transmitted infections and unintended pregnancy and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote understanding of sexuality as a normal part of human development and the development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 9-12, at least once in high school. (Education Code 51934)

The district's curriculum shall support the purposes of the California Healthy Youth Act as specified in Education Code 51930-51939, be unbiased and inclusive of all students in the classroom, and be aligned with the state's content standards. The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6143 - Courses of Study)

The State Administrator/Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health and HIV prevention curriculum. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's program.

(cf. 1220 - Citizen Advisory Committees)

Parent/Guardian Consent

Annually, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused

by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

(cf. 5022 - Student and Family Privacy Rights)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51225.35 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

51513 Materials containing questions about beliefs or practices

51930-51939 California Healthy Youth Act

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

WEB SITES

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

California Department of Education, Sex Education and HIV/STD Instruction:

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

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

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

U.S. Food and Drug Administration: <http://www.fda.gov>

(12/15)

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

Sexual Health And HIV/AIDS Prevention Instruction

Definitions

Comprehensive sexual health education means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

General Criteria for Instruction and Materials

The State Administrator/Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention instruction and materials: (Education Code 51933)

1. Are age appropriate
2. Are factually and medically accurate and objective
3. Align with and support the following purposes as specified in Education Code 51930:
 - a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy

- b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family
 - c. To promote understanding of sexuality as a normal part of human development
 - d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
 - e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with students of all races, genders, sexual orientations, and ethnic and cultural backgrounds; students with disabilities; and English learners
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 6174 - Education for English Language Learners)
 5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
 6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids
 7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220
 8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
 9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes
 10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so
 11. Teach the value of and prepare students to have and maintain committed relationships such as marriage
 12. Provide students with knowledge and skills they need to form healthy relationships that

are based on mutual respect and affection and are free from violence, coercion, and intimidation
(cf. 5145. 3 - Nondiscrimination/Harassment)

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities

14. Do not teach or promote religious doctrine

Components of Sexual Health and HIV Prevention Education

The district's comprehensive sexual health education and HIV prevention education for students in grades 9-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body
2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use
3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

(cf. 5141.25 - Availability of Condoms)
(cf. 5146 - Married/Pregnant/Parenting Students)

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually *transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing
6. Information about the treatment of HIV and other sexually transmitted infections,

including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others

7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and that testing is the only way to know if one is HIV-positive

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence

9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:

a. Parenting, adoption, and abortion

b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5

c. The importance of prenatal care

10. Information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking

Professional Development

The district's comprehensive sexual health education and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51933, 51934)

The State Administrator/Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

(cf. 4131 - Staff Development)

In developing and providing in-service training, the State Administrator/Superintendent or

designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from the CDE or Centers for Disease Control and Prevention. (Education Code 51935)

The State Administrator/Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education for district personnel teaching comprehensive sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

Use of Consultants or Guest Speakers

The State Administrator/Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The State Administrator/Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

At the beginning of each school year or at the time of a student's enrollment, the State Administrator/Superintendent or designee shall notify parents/guardians about instruction in comprehensive sexual health education and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection
2. That parents/guardians have a right to excuse their child from comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district
3. That parents/guardians have a right to request a copy of Education Code 51930-51939

4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants

If the district chooses to use outside consultants or to hold an assembly with guest speakers to deliver comprehensive sexual health or HIV prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the State Administrator/Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

Nonapplicability to Certain Instruction or Materials

The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education

(cf. 6142.93 - Science Instruction)

2. Instruction or materials that discuss gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and do

not discuss human reproductive organs and their functions

(11/03 7/08) 12/15

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

Mathematics Instruction

The Governing Board desires to offer a rigorous mathematics program that progressively develops the knowledge and skills students will need to succeed in college and career. The district's mathematics program shall be designed to teach mathematical concepts in the context of real-world situations and to help students gain a strong conceptual understanding, a high degree of procedural skill and fluency, and ability to apply mathematics to solve problems.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

For each grade level, the Board shall adopt academic standards for mathematics that meet or exceed the Common Core State Standards. The Superintendent or designee shall develop or select curricula that are aligned with these standards and the state curriculum framework.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

The district's mathematics program shall address the following standards for mathematical practices which are the basis for mathematics instruction and learning:

1. Overarching habits of mind of a productive mathematical thinker: Making sense of problems and persevering in solving them; attending to precision
2. Reasoning and explaining: Reasoning abstractly and quantitatively; constructing viable arguments and critiquing the reasoning of others
3. Modeling and using tools: Modeling with mathematics; using appropriate tools strategically
4. Seeing structure and generalizing: Looking for and making use of structure; looking for and expressing regularity in repeated reasoning

In addition, the program shall be aligned with grade-level standards for mathematics content.

For higher mathematics, the district shall offer a pathway of courses through which students shall be taught concepts that address number and quantity, algebra, functions, modeling, geometry, and statistics and probability.

The Superintendent or designee shall ensure that students are appropriately placed in mathematics courses and are not required to repeat a course that they have successfully completed in an earlier grade level. Placement decisions shall be based on consistent protocols and multiple objective academic measures.

(cf. 6152.1 - Placement in Mathematics Courses)

The Superintendent or designee shall ensure that certificated staff have opportunities to participate in professional development activities designed to increase their knowledge and skills in effective mathematics teaching practices.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall ensure that students have access to sufficient instructional materials, including manipulatives and technology, to support a balanced, standards-aligned mathematics program.

(cf. 0440 - District Technology Plan)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall provide the Board with data from state and district mathematics assessments and program evaluations to enable the Board to monitor program effectiveness.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

51210 Areas of study, grades 1-6

51220 Areas of study, grades 7-12

51224.5 Algebra in course of study for grades 7-12

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

Management Resources:

CSBA PUBLICATIONS

Governing to the Core, Governance Briefs

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013

California Common Core State Standards: Mathematics, rev. January 2013

COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards

WEB SITES

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

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

Common Core State Standards Initiative: <http://www.corestandards.org/math>

(10/95 4/14) 12/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

HIGH SCHOOL GRADUATION REQUIREMENTS/STANDARDS OF PROFICIENCY

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

Students shall receive diplomas of graduation from high school only after completing the prescribed course of study and meeting the standards of proficiency established by the district.

1. Four courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or

Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

(cf. 6011 - Academic Standards)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

5. One course in visual or performing arts, foreign language, including American Sign Language, or career technical education (CTE) (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

- (cf. 6142.2 - World/Foreign Language Instruction)
- (cf. 6142.6 - Visual and Performing Arts Education)
- (cf. 6178 - Career Technical Education)
- (cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

- (cf. 6142.7 - Physical Education and Activity)
- (cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
- (cf. 6142.4 - Service Learning/Community Service Classes)
- (cf. 6142.8 - Comprehensive Health Education)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

- (cf. 6146.11 - Alternative Credits Toward Graduation)
- (cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
- (cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

The State Administrator/Superintendent or designee shall exempt or waive specific course requirements for foster youth, homeless students, and children of military families in accordance with Education Code 51225.1 and 49701.

- (cf. 6173 - Education for Homeless Children)
- (cf. 6173.1 - Education for Foster Youth)
- (cf. 6173.2 - Education for Children of Military Families)

Retroactive Diplomas

Until July 31, 2018, any student who completed grade 12 in the 2003-04 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 60851.6)

The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. A deceased former student who satisfies these conditions may be granted a retroactive diploma to be received by his/her next of kin. (Education Code 51430)

In addition, the district may grant a diploma to a veteran who entered the military service of the United States while he/she was a district student in grade 12 and who had completed the first half of the work required for grade 12. (Education Code 51440)

Legal Reference:

EDUCATION CODE

- 47612 Enrollment in charter school
 - 48200 Compulsory attendance
 - 48412 Certificate of proficiency
 - 48430 Continuation education schools and classes
 - 48645.5 Acceptance of coursework
 - 48980 Required notification at beginning of term
 - 49701 Interstate Compact on Educational Opportunity for Military Children
 - 51224 Skills and knowledge required for adult life
 - 51224.5 Algebra instruction
 - 51225.1 Exemption from district graduation requirements
 - 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
 - 51225.3 High school graduation
 - 51225.35 Mathematics course requirements; computer science
 - 51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
 - 51225.5 Honorary diplomas; foreign exchange students
 - 51228 Graduation requirements
 - 51240-51246 Exemptions from requirements
 - 51250-51251 Assistance to military dependents
 - 51410-51412 Diplomas
 - 51420-51427 High school equivalency certificates
 - 51450-51455 Golden State Seal Merit Diploma
 - 51745 Independent study restrictions
 - 56390-56392 Recognition for educational achievement, special education
 - 60851.5 Suspension of high school exit examination
 - 60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination
 - 66204 Certification of high school courses as meeting university admissions criteria
 - 67386 Student safety; affirmative consent standard
- CODE OF REGULATIONS, TITLE 5
- 1600-1651 Graduation of students from grade 12 and credit toward graduation
- COURT DECISIONS
- O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

- CSBA: <http://www.csba.org>
- California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>
- University of California, List of Approved a-g Courses:
<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Elective	90 units	Other coursework as the governing board of the school district may, by rule, specify	1 Year from among history, English, advanced mathematics, lab science, foreign language, social science, or fine arts
Other	10 units Computer Applications 1A OR Computer Literacy 20 hours community service in 11 th or 12 th grades Health Educ. Component	Other coursework as the governing board of the school district may, by rule, specify	Admission Test Required SAT or ACT Subject Test for UC (subject areas) Completion of required courses with "C" grade or better

Total required units: 240

Board approved: March 23, 2016

Effective beginning:

The Governing Board recognizes that the prescribed course of study may not accommodate the needs of some students. The Board, with the active involvement of parents/guardians, administrators, teachers and students, shall adopt alternative means for the completion of prescribed courses, which may include:

1. Practical demonstration of skills and competencies.
2. Work experience or other outside school experience.

(cf. 6178.1 – Work Experience Education)

3. Vocational education classes offered in high schools.

HIGH SCHOOL GRADUATION REQUIREMENTS/STANDARDS OF PROFICIENCY

(cf. 6178 – Vocational Education)

4. Courses offered by regional occupational centers or programs.
5. Interdisciplinary study.
6. Independent Study.

(cf. 6158 – Independent Study)

7. Credit earned at a postsecondary institution.

8. Credit for driver education and training which satisfies the requirements of Vehicle Code 12814.6.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public.
(Education Code 51225.3)

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

(cf. 5118 – Transfers, withdrawals)

(cf. 5127. – Graduation Ceremonies and Activities)

(cf. 6146.3 – Reciprocity on Standards of Proficiency/Graduation Requirements)

Standards of Proficiency

The Board shall adopt proficiency standards in these areas and any others it deems appropriate. All adopted proficiency standards shall correspond with the goals of the course of study required for graduation.

The Board shall actively involve administrators, teachers, counselors, students and parents/guardians broadly representative of the district's socioeconomic composition in the adoption of high school proficiency. (Education Code 51215)

The State Administrator/Superintendent shall provide for the periodic screening of assessment instruments for racial, cultural or sexual bias.

Students shall be assessed periodically to measure mastery of basic skills and shall be provided with additional instruction and opportunities to meet the standards established by the district.

Parents will be notified by certified mail between the student's junior and senior year if their son or daughter is in jeopardy of graduation on time.

(cf. 5125- Student Records)

(cf. 6020 – Parent Involvement)

(cf. 6146.5 – Elementary School Promotion/Standards of Proficiency)

(cf. 6164.2 – Guidance Services)

(cf. 6177 – Summer School)

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

Placement In Mathematics Courses

The Governing Board believes that a sound educational program must include the study of subjects that prepare students for admission to higher education and/or a fulfilling career. To the extent possible, district students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California and California State University systems.

- (cf. 6141.5 - Advanced Placement)
- (cf. 6142.92 - Mathematics Instruction)
- (cf. 6143 - Courses of Study)
- (cf. 6146.1 - High School Graduation Requirements)

The State Administrator/Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop consistent protocols for placing students in mathematics courses offered at district high schools. Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, interim and summative assessments, placement tests that are aligned to state-adopted content standards in mathematics, classroom assignment and grades, and report cards.

- (cf. 5121 - Grades/Evaluation of Student Achievement)
- (cf. 6162.5 - Student Assessment)
- (cf. 6162.51 - State Academic Achievement Tests)

Students shall be enrolled in mathematics courses based on the placement protocols. No student shall repeat a mathematics course which he/she has successfully completed based on the district's placement protocols.

When a student does not qualify to be enrolled in a higher level mathematics course based on a consideration of the objective measures specified in the placement protocols, he/she may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.

The placement protocols shall specify a time within the first month of the school year when students shall be reevaluated to ensure that they are appropriately placed in mathematics courses and shall specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement of the

student may appeal the decision to the State Administrator/Superintendent or designee. The State Administrator/Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the State Administrator/Superintendent or designee shall be final.

(cf. 5123 - Promotion/Acceleration/Retention)

District staff shall implement the placement protocols uniformly and without regard to students' race, sex, gender, nationality, ethnicity, socioeconomic background, or other subjective or discriminatory consideration in making placement decisions.

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

The State Administrator/Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive training on the placement protocols.

(cf. 4131 - Staff Development)

Prior to the beginning of each school year, the State Administrator/Superintendent or designee shall communicate the district's commitment to providing students with the opportunity to complete mathematics courses recommended for college admission, including approved placement protocols and the appeal process, to parents/guardians, students, teachers, school counselors, and administrators.

This policy and the district's mathematics placement protocols shall be posted on the district's web site. (Education Code 51224.7)

(cf. 1113 - District and School Web Sites)

Annually, the Board and the State Administrator/Superintendent or designee shall review student data related to placement and advancement in the mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. The Board and State Administrator/Superintendent shall also consider appropriate recommendations for removing any identified barriers to students' access to mathematics courses.

(cf. 0500 - Accountability)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination

- 48070.5 Promotion and retention; required policy
- 51220 Areas of study, grades 7-12
- 51224.5 Completion of Algebra I or Mathematics I
- 51224.7 California Mathematics Placement Act of 2015
- 51225.3 High school graduation requirements
- 51284 Financial literacy
- 60605 State-adopted content and performance standards in core curricular areas
- 60605.8 Common Core standards

Management Resources:

CSBA PUBLICATIONS

Math Misplacement, Governance Brief, September 2015

Governing to the Core, Governance Briefs

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013

California Common Core State Standards: Mathematics, January 2013

COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards

LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA (LCCR)

Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes

WEB SITES

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

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

Common Core State Standards Initiative: <http://www.corestandards.org/math>

Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR):

<http://www.lccr.com>

(8/15) 12/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

Education For Homeless Children

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

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

The State Administrator/Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

(cf. 5111.13 - Residency for Homeless Children)

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

At least annually, the State Administrator/Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the State Administrator/Superintendent or designee shall consult with the State Administrator/Superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)
(cf. 3541 - Transportation Routes and Services)

Legal Reference:

EDUCATION CODE

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

48850 Educational rights; participation in extracurricular activities

48852.5 Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx>

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

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Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

Education For Foster Youth

Definitions

Foster youth means a child who has been removed from his/her home pursuant to Welfare and Institutions Code 309, is the subject of a petition filed under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602 or is a non-minor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interests of the foster youth, which school is the school of origin. (Education Code 48853.5)

Best interests means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853)

District Liaison

The State Administrator/Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Coordinator Alternative Placement for Student Success
800 Broadway - King City, CA 93930
(831) 385-0606

(cf. 6173 - Education for Homeless Children)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48853.5, 48645.5)

When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain all academic and other records, within two business days of receiving the request. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

(cf. 5117 - Interdistrict Attendance)
(cf. 5125 - Student Records)
(cf. 6146.3 - Reciprocity of Academic Credit)

3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination prior to a change in the foster youth's placement, when he/she is a student with a disability. (Education Code 48853.5, 48911, 48915.5, 48918.1)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

5. Ensure that students in foster care receive appropriate school-based services, such as supplemental instruction, counseling, or after-school services

(cf. 5141.6 - School Health Services)
(cf. 5148.2 - Before/After School Programs)
(cf. 5149 - At-Risk Students)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Language Learners)
(cf. 6177 - Summer School)
(cf. 6179 - Supplemental Instruction)

6. Develop protocols and procedures so that district staff, including principals, school registrars, and attendance clerks, are aware of the requirements for the proper enrollment, placement, and transfer of foster youth

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates to help coordinate services for the district's foster youth

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5113.1 - Chronic Absence and Truancy)

8. Monitor the educational progress of foster youth and provide reports to the State Administrator/Superintendent or designee and the Governing Board based on indicators identified in Board policy

The State Administrator/Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

(cf. 4115 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

Enrollment

A foster youth placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or in another local educational agency.

(cf. 6159 - Individualized Education Program)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the district indicating that determination and that he/she is aware of the following:

- a. The student has a right to attend a regular public school in the least restrictive environment.
- b. The alternate educational program is a special education program, if applicable.
- c. The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.
- d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
 - a. The student may continue in the school of origin for the duration of the court's jurisdiction or, if the court's jurisdiction is terminated prior to the end of a school year, then for remainder of the school year.
 - b. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
 - c. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Does not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

If a person with the right to make educational decisions for a foster youth or the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the State Administrator/Superintendent. The State Administrator/Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the State Administrator/Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

(cf. 9320 - Meetings and Notices)

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

Upon request, the district may provide transportation for a foster youth to and from his/her school of origin when the student is residing within the district and the school of origin is within district boundaries.

Transfer of Coursework and Applicability of Graduation Requirements

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.52 - High School Exit Examination)

However, when a foster youth who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the foster youth's transfer, the State Administrator/Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for him/her, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the State Administrator/Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1, 60851)

To determine whether a foster youth is in his/her third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or

the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The State Administrator/Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a foster youth or any person acting on behalf of a foster youth. (Education Code 51225.1)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while he/she is still enrolled in school or if he/she transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within his/her fifth year of high school, the State Administrator/Superintendent or designee shall: (Education Code 51225.1)

1. Inform the foster youth and the person holding the right to make educational decisions for him/her of the foster youth's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges
3. Upon agreement with the foster youth or, if he/she is under 18 years of age, the person holding the right to make educational decisions for him/her, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

Grades/Credits

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date he/she left school
2. A verified court appearance or related court-ordered activity

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

Eligibility for Extracurricular Activities

A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 5145.6 - Parental Notifications)

Any complaint that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 1312.3 - Uniform Complaint Procedures)

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Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Instruction

Supplemental Instruction

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 5113.1 - Chronic Absence and Truancy)
- (cf. 5147 - Dropout Prevention)
- (cf. 6011 - Academic Standards)
- (cf. 6146.1 - High School Graduation Requirements)
- (cf. 6146.5 - Elementary/Middle School Graduation Requirements)
- (cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

- (cf. 5148.2 - Before/After School Programs)
- (cf. 6111 - School Calendar)
- (cf. 6112 - School Day)
- (cf. 6142.7 - Physical Education and Activity)
- (cf. 6176 - Weekend/Saturday Classes)
- (cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

- (cf. 1020 - Youth Services)

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Required Supplemental Programs

The district shall offer direct, systematic, and intensive supplemental instruction for:

1. Students in grades 9-12 who do not demonstrate "sufficient progress" toward passing the state exit examination required for high school graduation in order to help them pass the exam (Education Code 37252, 60851)

(cf. 6162.52 - High School Exit Examination)

"Sufficient progress" shall be determined based on a student's results on the state Standardized Testing and Reporting assessments and the minimum levels of proficiency recommended by the State Board of Education.

(cf. 6162.51 - Standardized Testing and Reporting Program)

2. Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more years (20 USC 6316)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

Optional Supplemental Programs

As funding, facilities, and staffing permit, supplemental instruction may be offered to students in grades 9-12 who seek enrichment in mathematics, science, or other core academic areas designated by the State Administrator/Superintendent of Public Instruction (Education Code 37253)

(cf. 6143 - Courses of Study)

Required Student Participation

In addition, supplemental instruction may be offered to:

1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators

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

(cf. 6162.51 - State Academic Achievement Tests)

2. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

3. High school students who need support to successfully complete courses required for graduation

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

37252-37254.1 Supplemental instruction, summer school

42238.01-42238.07 Local control funding formula

46100 Length of school day

48070-48070.5 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

60850-60859 High school exit examination, especially:

60851.5 Suspension of high school exit examination

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6316 Program improvement schools and districts

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Supplemental Educational Services, January 14, 2009

Innovations in Education: Creating Strong Supplemental Educational Services Programs, May 2004

WEB SITES

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

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

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

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Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California

Bylaws of the Board

Board Bylaws

Student Board Members

In order to enhance communication between the Governing Board and the student body and to engage students in the district's educational programs and operations, the Board encourages the involvement of high school students in district governance. The inclusion of one or more student representatives on the Board shall be ordered upon receipt of a student petition in accordance with Education Code 35012 or may be ordered at any time at the discretion of the Board.

Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. This petition, or a separate petition submitted after students have been appointed to the Board, also may include a request to allow preferential voting for student Board members. (Education Code 35012)

Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. (Education Code 35012)

To be eligible for consideration by the Board, the petition for student representation or the petition for preferential voting shall contain the signatures of no less than 500 regularly enrolled high school students, or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of a student member on the Board or shall act to allow preferential voting for the student Board member, as applicable. (Education Code 35012)

Once established, the student Board member position shall remain in effect until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. (Education Code 35012)

Selection of Student Board Member

Student Board members shall be elected by the students enrolled in the high school or high schools in accordance with procedures prescribed by the Board. (Education Code 35012)

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

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

Role and Responsibilities of Student Board Members

The term of a student Board member shall be one year, commencing on July 1. (Education Code 35012)

A student Board member shall have the right to attend all Board meetings except closed (executive) sessions. (Education Code 35012)

(cf. 9321 - Closed Session Purposes and Agendas)

A student Board member shall be recognized at Board meetings as a full member and shall be seated with other members of the Board. In addition, a student Board member shall receive all materials presented to other Board members except those related to closed sessions, and he/she may participate in questioning witnesses and discussing issues. (Education Code 35012)

(cf. 9322 - Agenda/Meeting Materials)

When a student petition has requested preferential voting rights for student Board members or when the Board has granted preferential voting rights, a student Board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

(cf. 9324 - Minutes and Recordings)

A student Board member may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

A student Board member shall not be liable for any acts of the Board. (Education Code 35012)

(cf. 9323.2 - Actions by the Board)

A student Board member shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Education Code 35012)

(cf. 3350 - Travel Expenses)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Student Board Member Development

As necessary, the State Administrator/Superintendent or designee shall, at district expense, provide learning opportunities to student Board members, through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their Board responsibilities.

The State Administrator/Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

Legal Reference:

EDUCATION CODE

33000.5 Appointment of student members to State Board of Education

35012 Board members; number, election and terms; student members

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

Management Resources:

WEB SITES

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

California Association of Student Councils: <http://www.casc.net>

California Association of Student Leaders: <http://www.caslboard.com>

National School Boards Association: <http://www.nsba.org>

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Bylaw

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: March 23, 2016

King City, California