

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

Wednesday, August 17, 2016

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

**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  
David Gaboni - Member  
Paul Dake – Member  
Leslie Girard - Member

SUPERINTENDENT

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Daniela Cervantes - GHS  
Dusty Miller - KCHS

OPEN SESSION: 5:25 PM

A. CALL TO ORDER

B. PUBLIC COMMENT

*The public may address the Board concerning items that are scheduled for discussion during closed session by completing the Request to be Heard Form provided on the table at the entrance to the meeting room and submitting the card to the Executive Assistant prior to the Board adjourning to closed session.*

*El publico puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos que están enlistados para dialogar durante la sesión a puertas cerrada completando así la forma que se le da a la comunidad para poder hablar durante la sesión, esta forma se encuentra en la entrada de la junta donde se lleva acabo la sesión y entregando esta tarjeta a la Secretaria de el Superintendente antes de que la Mesa Directiva de Educación de por terminada la junta.*

CLOSED SESSION: 5:30 PM

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

OPEN SESSION: 7:00 PM

- A. CALL TO ORDER
- B. FLAG SALUTE
- C. REPORT OF CLOSED SESSION ACTIONS
- D. STUDENT BOARD MEMBER REPORT
- E. BOARD MEMBERS COMMENT



- F. PUBLIC COMMENT: *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.*

G. REPORT FROM SUPERINTENDENT

H. APPROVAL OF AGENDA

I. PRESENTATION

1. Presentation from the KCHS FFA Students

J. EMPLOYEE ORGANIZATIONS

K. CONSENT AGENDA

1. Approval of Minutes: June 9, 2016 and July 6, 2016 (Pages 1-12)
2. Approval of Personnel Report Dated August 17, 2016 (**Claudia Arellano, Sr. Director Human Resources**)
3. Approval of King City FFA 2016-2017 Calendar of Events Including Out of Area Events (**Janet Sanchez-Matos, Principal**) (Pages 13-15)
4. Approval of Accounts Payable Warrants – June, 2016 (**Russell Miller, Interim CBO**) (Pages 16-25)
5. Approval of Accounts Payable Warrants – July, 2016 (**Russell Miller, Interim CBO**) (Pages 26-33)
6. Approval of Purchase Orders – June, 2016 (**Russell Miller, Interim CBO**) (Pages 34-37)
7. Approval of Purchase Orders – July, 2016 (**Russell Miller, Interim CBO**) (Pages 38-44)
8. Approval of Agreement with Project Lead the Way (PLTW) (**Diana Jimenez, Director of Educational Services**) (Pages 45-54)
9. Approval of Amendment Partnership Services Agreement GEAR UP (**Diana Jimenez, Director of Educational Services**) (Pages 55-61)
10. Approval of Agreement with MCOE for the Transportation of Special Ed Students During the Extended School Year (ESY) (**Steve James, Ed.D., Director of Alternative Placement for Student Success**) (Pages 62-63)
11. Approval of Contract with Presence Learning a Non-Public Agency to Provide Speech, Language, and Occupational Therapy (**Steve James, Ed.D., Director of Alternative Placement for Student Success**) (Pages 64-101)
12. Approval of Contract with Uretsky Security (**Russell Miller, Interim CBO**) (Pages 102-108)
13. Approval of Agreement with Fagan Friedman & Fulfroost LLP (**Daniel Moirao, Ed.D., Superintendent**) (Pages 109-113)
14. Approval of Agreement with Russell Miller Interim CBO (**Daniel Moirao, Ed.D., Superintendent**) (Pages 114-117)
15. Approval of Contract with Lincoln Hatch (**Daniel Moirao, Ed.D., Superintendent**) (Pages 118-121)

L. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

M. INFORMATION ITEMS

1. Curriculum and Instruction Update (*Diana Jimenez, Director of Educational Services*)
2. Unification Update (*Daniel Moirao, Ed.D., Superintendent*)
3. Review of Facility Inspection Tool (*Diane Miller, Director of MOTF*) (Pages 122-133)
4. Revenue and Expense Report for 2015-2016 (*Russell Miller, Interim CBO*) (Pages 134-140)
5. Revenue and Expense Report for 2016-2017 (*Russell Miller, Interim CBO*) (Pages 141-147)
6. Cash Flow Summary Report for 2015-2016 (thru June, 2016) (*Russell Miller, Interim CBO*) (Pages 148-180)
7. Cash Flow Summary Report for 2016-2017 (thru July, 2016) (*Russell Miller, Interim CBO*) (Pages 181-193)
8. Interdistrict Tracking Information (*Daniel Moirao, Ed.D., Superintendent*) (Pages 194-195)
9. Board Policies – First Reading (*Daniel Moirao, Ed.D., Superintendent*) (Pages 196-295)
  - BP 2121 – Superintendents Contract
  - AR 3314 – Payment for Goods and Services
  - AR 3515.5 – Sex Offender Notification
  - BP 4030 – Nondiscrimination in Employment
  - AR 4112 – Appointment and Conditions of Employment
  - BP 4112.21 – Interns
  - BP 4112.23 (1) – Special Education Staff
  - E 4112.9 – Employee Notification
  - BP 4117.13 – Early Retirement Option
  - AR 5141.4 (1) – Child Abuse Prevention Reporting
  - BP 5146 – Married Pregnant Parenting Students
  - AR 6158 – Independent Study
  - AR 6171 – Title I Programs
  - BB 9321 – Closed Session Purposes and Agendas
  - E 9323.2 – Actions By the Board

N. ACTION ITEMS

1. Approval of Agreement with Visiting Nurses Association to Provide Nursing Services and Training of Staff of our Special Education Students (*Steve James, Ed.D., Director of Alternative Placement for Student Success*) (Pages 296-306)
2. Approval of Contract with Monarch Behavior Solutions, Inc. (*Steve James, Ed.D. Director of Alternative Placement for Student Success*) (Pages 307-308)
3. Approval to Surplus Items (*Diane Miller, Director of MOTF*) (Page 309)
4. Approval of Notification of Return to Local Control (*Daniel Moirao, Ed.D., Superintendent*) (Pages 310-311))
5. Approval of Contract with Karen Paparella to Perform Fiscal Budget Services (*Russell Miller, Interim CBO*) (Pages 312-314)
6. Approval of the Donation of Exercise Mats from Fort Hunter Liggett to King City High School (*Russell Miller, Interim CBO*) (Page 315)
7. Approval of the Rejection of Claim (*Daniel Moirao, Ed.D., Superintendent*) (Pages 316-317)
8. Approval of Agreement with School Services of California to Study the Three Outstanding Unification Criteria (*Russell Miller, Interim CBO*) (Pages 318-321)
9. Approval of Resolution 01:16/17 Assignment of Delinquent Property Taxes Receivables (*Russell Miller, Interim CBO*) (Pages 322-325)
10. Approval of Consolidated Application (*Russell Miller, Interim CBO*) (Pages 326-336)
11. Approval of Resolution 02:16/17 the Board of Trustees of the SMCJUHSD Support the Hartnell Community College District Facilities Bond Measure (*Daniel Moirao, Ed.D., Superintendent*) (Pages 337-346)
12. Board Policies – Second Reading (*Daniel Moirao, Ed.D., Superintendent*) (Pages 347-404)
  - E 0420.41 - Charter School Oversight (new)
  - BP 1230 - School Connected Organizations (revised)
  - AR 1230 - School Connected Organizations (new)
  - BP 3311 - Bids (revised)
  - AR 3311 - Bids (revised)

BP 3541.2 - Transportation for Students with Disabilities (revised)  
BP 3580 - District Records (revised)  
AR 4217.11 - Preretirement Part-Time Employment (new)  
BP 6200 - Adult Education (revised)  
AR 6200 - Adult Education (revised)  
BB 9222 - Resignation (revised)  
BB 9270 - Conflict of Interest (revised)  
E 9270 - Conflict of Interest (new)

O. PROMOTING DISTRICT

P. FUTURE AGENDA ITEMS/MEETING DATES

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

Q. SIGNING OF PAPERS

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



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

Thursday, June 9, 2016

Minutes

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 5:25 PM.

Public Comment

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

CLOSED SESSION:

- A. Public Employment
- B. Employee Discipline/Dismissal/Release/Complaint
- C. Negotiations with Employee Organizations and Litigation Settlements
- 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 in the flag salute.

Report of Closed Session Actions

Paulette Bumbalough reported there was no action taken in closed session.

Board Member Comment

Leslie Girard said she attended all of the high school graduations, it was a wonderful experience. She also attended the FFA banquets, but is not as familiar with the program. She did notice the confidence and commitment level of the FFA students, the teachers are incredible. It is obvious the FFA students work as a team and bond with each other. The ASB awards ceremony was a lot of fun, her daughter received numerous awards. She attended Mr. Graham's last concert. It is amazing what he has done, he has given so much to the students and community.

Paul Dake said he has had a busy month. He attended the KCHS scholarship banquet, the community gave over \$100,000 in scholarships. He is impressed with the number of organizations and groups who contributed to the scholarships. He also attended the KCHS ASB awards and handed out the certificates to students. He attended the KCHS FFA banquet, he did not realize the size and the quality of the students who participate in the program. They are all outstanding. He attended the GHS graduation and liked the running wave after the ceremony.

David Gaboni said he has had a very busy month. He attended the KCHS ASB awards event and handed out some of the certificates. The Portola-Butler graduation was awesome; the focus was all on the students. He also enjoyed the KCHS and GHS graduations, he too particularly liked the wave.

Mr. Gaboni added, on a personal note, they almost lost their barn to the Coleman Fire in Pine Canyon. After he attended the GHS graduation and returned home he was faced with the fire. They were very fortunate nothing was lost.

Paulette Bumbalough said all of the graduations were amazing and she looks forward to them each year. She wishes all of the graduates well and is happy for them. She wished the staff a happy summer.

Public Comment

There were not any comments from the public.

Report from State Administrator

Dr. Moirao said the graduations were very successful, we had the largest number of graduates at the comprehensive sites in the 6 years he has been in the district. King City High School had 204 graduates and Greenfield High School had 196.

Today was the kick off for the Equity Institute, this will be a year-long program. Dr. Moirao felt the achievement gap is a result of equity issues, we need to get to know ourselves first. The session consisted of administrators, coaches, parent liaison staff, and counselors. The goal is recognizing what is happening or not happening to our students. It was a very successful day.

Dr. Nancy Kotowski asked to meet with two board members as well as himself regarding information on the unification process. MCOE will have a public meeting on Wednesday, June 15 to discuss the process, they may be discussing the possibility the issue be addressed at the local level rather than having state involvement, this will speed up the process. The public meeting will give the community an opportunity to make their comments. Dr. Moirao said he was informed today the county will be asking for another extension for preparing the report, the decision is very complex.

Dr. Moirao said a board meeting was scheduled for July 19, but due to many conflicts that meeting is canceled. Dr. Moirao said he would like to have a brief morning meeting on July 5 at 9:00 AM to ratify the interim superintendent contract, he added, the Board may want to have a study session on unification after the brief meeting.

Dr. Moirao said he will be signing a contract with Russell Miller, interim CBO, it will be brought forward on a board agenda for ratification.

Dr. Moirao inquired which Board members would be attending the luncheon meeting with Tom Torlakson in San Jose. Leslie Girard and David Gaboni said they were interested in attending.

APPROVAL OF AGENDA

Dr. Moirao said there would be a slight modification regarding the open bid information. Staff opened the bids this afternoon, therefore there is more current information from what was included in the board packet.

Motion made by Paul Dake and seconded by David Gaboni to approve the agenda.

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

Employee Organizations

There were not any comments from the employee organizations.

CONSENT AGENDA

1. Approval of Minutes: May 17 and May 18, 2016
2. Approval of Personnel Report Dated June 9, 2016
3. Approval of Accounts Payable Warrants – May, 2016
4. Approval of Purchase Orders – May, 2016
6. Approval of Amended and Restarted Joint Exercise Powers Agreement for the Mission Trails Regional Occupational Program
7. Approval of Agreement for Legal Services with Lozano Smith Attorneys at Law
8. Approval of Agreement for Professional Services with Dannis Wolliver and Kelley
9. Approval of GHS Agricultural Career Technical Education Incentive Grant for 2016-2017



10. Approval of KCHS Agricultural Career Technical Education Incentive Grant for 2016-2017
11. Approval of Williams Quarterly Report

Paul Dake said he wanted to remove item #3, Leslie Girard said she would like to remove items #9 and #10, and Paulette Bumbalough said she would like to remove item #7 for further discussion.

Motion made by Leslie Girard and seconded by Paul Dake to approve the consent items excluding #3, #7, #9, #10 and non-existent #5. Dr. Moirao approved the recommendation to approve consent items excluding #3, #7, #9, #10.

#### Consent Items Removed for Comment/Questions

Paul Dake questioned the amount listed on page 19 in the amount of \$6,943 to CSBA, was this amount for dues. The response was yes. Mr. Dake also questioned the amount listed on page 8 in the amount of \$24,459.60 for laptops. Duane Wolgamott responded, laptops were purchased for students to check out. They will be kept in the library and the librarian will be responsible for recording the issuance of the laptops to students. David Gaboni questioned the Smart Boards listed on page 18 if they were for both sites. Mr. Wolgamott responded yes.

Paulette Bumbalough questioned the agreement with Lozano Smith listed on page 36. She asked if we don't use their services then we are not charged. Dr. Moirao said that was correct, it is not uncommon for districts to use multiple legal counsels.

Leslie Girard questioned item #9 on pages 49 and 53, she was curious if this was matching funds. Dr. Moirao said this is the amount the district provides. The question was asked if we match the \$18,000, the response was yes. Mr. Wolgamott said we receive the money and we need to show how it is spent.

David Gaboni questioned the number of students who completed different programs listed on page 54. Dr. Moirao said this is information which goes to the state.

Motion made by Leslie Girard and seconded by David Gaboni to approve consent items #3, #7, #9 and #10.

All Board members said Aye. Dr. Moirao approved the recommendation to approve consent items #3, #7, #9, #10.

#### PUBLIC HEARING

AB 1200 – Proposed Settlement with the California School Employees Association CSEA Local #529

Paulette Bumbalough opened the public hearing at 6:55 PM, there were not any comments, the public hearing closed at 6:56 PM.

#### INFORMATION ITEMS

##### Curriculum and Instruction Update

Diana Jimenez distributed a Positive Behavior Interventions and Supports (PBIS) chart to the Board. She said we will begin the process in the next school year. She reviewed the interventions and challenges in schools. Schools will need to reduce in-house suspensions. Discipline and the reduction of suspensions needs to be reduced equally in the district. We have to share accountability. There is a new state accountability and continuous improvement model we will need to follow. We will need to analyze how we are performing, how we deal with equity issues, and how we are improving once we have a base line. There will be teams at each site consisting of teachers, parents, administrators, counselors, parent coordinators, students, and classified personnel. We will be looking at truancy and Saturday school. The plan will be established in the 2016-2017 school year and implemented in the 2017-2018 school year.

Paulette Bumbalough inquired how it was decided to use PBIS. Ms. Jimenez said the State informed districts they needed to have some way to measure the data and support for the students who misbehave and how we are helping students to have positive behavior. Most schools are using this model in California and across the United States.



Site School Enrollment, Attendance, and Referrals Statistics

Paulette Bumbalough said she especially liked the comparison chart.

Revenue and Expense Report for 2015-16

Paulette Bumbalough said on page 96 the federal revenue shows 66% as still outstanding. She asked what their time limit was. Duane Wolgamott said late June.

Leslie Girard inquired what our reserve amount is. Dr. Moirao said in our current board policy it is 17%. Our reserve in our current budget is 33%.

Paul Dake asked if the 4 indicators were met. Mr. Wolgamott said we have met 2 of the 4 criteria.

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

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

Board Policies – First Reading

BB 9222 - Resignation (revised)

BB 9270 - Conflict of Interest (revised)

E 9270 - Conflict of Interest (new)

BP 1230 - School Connected Organizations (revised)

AR 1230 - School Connected Organizations (new)

BP 3311 - Bids (revised)

AR 3311 - Bids (revised)

BP 3541.2 - Transportation for Students with Disabilities (revised)

BP 3580 - District Records (revised)

AR 4217.11 - Preretirement Part-Time Employment (new)

BP 6200 - Adult Education (revised)

AR 6200 - Adult Education (revised)

E 0420.41 - Charter School Oversight (new)

David Gaboni said on some of the policies the State Administrator is still listed. Dr. Moirao said as policies are updated the reference to State Administrator will be eliminated and only superintendent will be listed.

Paul Dake inquired what the “E” refers to in the policy number. Dr. Moirao said that is an exhibit which typically is a form or a document shared with the public. The BP is the actual policy and the AR is how the policy will be implemented.

Leslie Girard inquired about BP/AR 1230 which addresses school connected organizations. This seems to be an involved policy; she was concerned if the participating agencies were aware of the policy. Dr. Moirao said the BP is law, the AR is new. Ms. Girard asked if the pre-retirement person has the ability to work half time. Dr. Moirao said it would be at the discretion of the district. Paul Dake asked if many employees have participated. Dr. Moirao said no.

David Gaboni asked what the term RFP referred to. The response was Request for Proposal.

**ACTION ITEMS**

Approval of 2016-2017 LCAP Budget

Motion made by Leslie Girard and seconded by David Gaboni to approve the 2016-2017 LCAP Budget.

Paul Dake asked if pages 223 and 224 were the same. The response was yes.

Leslie Girard complimented the individuals who compiled the budget and information did an outstanding job. Dr. Moirao said Duane Wolgamott and Diana Jimenez should receive the credit.

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

Approval of 2016-2017 Budget

Motion made by Leslie Girard and seconded by David Gaboni to approve the 2016-2017 Budget.

Dr. Moirao said there has been no real change from the budget the Board reviewed at the May 18 board meeting. The increases have flattened out; we are in good fiscal shape.

The comment was made the reserve is 33%. Dr. Moirao said the former Board had determined, with the district's financial issue in the past, it was determined 3% was not a sufficient reserve. The Board had recommended the district's reserve (board policy) be increased to 17%, this currently exceeds that amount.

Dr. Moirao said once the governor signs the budget then we will need to submit our revised budget within 45 days. There has been some discussion he will sign it by June 15.

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

Approval of Proposed Settlement with the California School Employees Association (CSEA) Local #529

Motion made by Leslie Girard and seconded by David Gaboni to approve the proposed settlement with CSEA Local #529.

Dr. Moirao said CSEA had a "me too" clause in the contract. Two days were added to the certificated staff in their contract. When you have employee who work a full school year we needed to come to an agreement with CSEA to determine how this would be handled with them. By 2025 our minimum wage must be at \$15.00 per hour. It was agreed rather than giving them additional work days, they would receive a 2% raise, this would be applied to their minimum wage. This way it would help the district to fulfill the minimum wage requirement as well as the employees would be able to take advantage of the increase now.

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

Approval of Internship Credential Program Agreement Between the South Monterey County Joint Union High School District and National University Through its College of Education

Motion made by Leslie Girard and seconded by Paul Dake to approve the internship credential program agreement between the South Monterey County Joint Union High School District and National University through its college education.

Paulette Bumbalough asked if CTA had any concerns about the agreement. Dr. Moirao said he has not heard of any issues; they would have raised them if there were any. He added, right now with the problem of finding teachers, it is not an issue. Dr. Moirao reminded the Board these would only be internship positions. There is also a timeline on internship credentials. David Gaboni asked what the time line was, Dr. Moirao responded a year. Dr. Moirao added there is an appeal process which needs to go through the county office who may extend the time for a total of 2 years.

Paul Dake said on page 465, item 8 it outlines teacher and Special Education intern support. He asked if we provide stipends to teachers. Dr. Moirao said we have not provided a stipend in this district. We have had interns; we have not had any issues with teachers.

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

Ratification of Contract Agreement with School Services of California to Conduct a CBO Search

Motion made by Paul Dake and seconded by David Gaboni to ratify the contract agreement with School Services of California to conduct a CBO search.



Dr. Moirao said this contract is with School Services for them to do the search for a CBO because of the departure of Duane Wolgamott. We are hoping the search will be completed in 90 days.

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

Approval of Greenfield High School Site Plan

Motion made by Leslie Girard and seconded by David Gaboni to approve the Greenfield High School Site Plan.

Leslie Girard said she was impressed with the plan. Mr. Lynch said the instructional coaches and Director of Educational Services assisted in the report. WASC recommendations were also incorporated in the school site plan.

David Gaboni said in the report it indicates there were not any expulsions in the 2013-2014 school year. Mr. Lynch said this information was pulled from state information; they are about 2 years behind on data.

David Gaboni said he liked the listing on page 518 of all of the members who are on the School Site Council. Mr. Lynch said this information comes from CDE.

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

Approval of Agreement for Professional Services: Heather's Behavior Support Services

Motion made by Paul Dake and seconded by Leslie Girard to approve the agreement for professional services with Heather's Behavior Support Services.

Dr. Moirao said this was mentioned in Diana Jimenez report on Positive Behavior Interventions and Supports. This consultant will give us the guidance for implementation of the program in the 2016-2017 school year.

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

Approval for Greenfield High School Students to Travel on the Ivy League Project Trip

Motion made by David Gaboni and seconded by Paul Dake to approve the Greenfield High School students to travel on the Ivy League Project Trip.

Our GEAR UP representative knows an individual in the UCSC system who is organizing this trip. Mr. Lynch said there have been numerous fundraisers to raise the money needed for the trip.

David Gaboni asked how the students were selected. Mr. Lynch said there was criteria the students had to meet. All of the students were juniors, had to have good grades and good SAT scores. Basically they were high performing students.

Paul Dake said what an opportunity for these students.

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

Approval of Consultant Agreement with Linda Grundhoffer, State Trustee

Motion made by Paul Dake and seconded by David Gaboni to approve the consultant agreement with Linda Grundhoffer, State Trustee.

Paulette Bumbalough said she is thrilled to have her coming back as the State Trustee. Dr. Moirao said she knows the district financial situation since she was assigned to the district when the district received the loan. The district will have a State Trustee as long as the district has the loan. If the Board may approve something which will have a negative financial impact on the district, she has the authority to deny or rescind the vote.



Paulette Bumbalough asked if Ms. Grundhoffer could give a quarterly report on the status of the district. Dr. Moirao said she is an employee of the state; we cannot make that sort of requirement of her.

Paulette Bumbalough said she just does not want any surprises. Dr. Moirao assured her Ms. Grundhoffer will carefully be watching the district.

Approval of the Declaration of Need for Fully Qualified Educators

Motion made by David Gaboni and seconded by Paul Dake to approve the declaration of need for fully qualified educators.

Dr. Moirao said this document needs to be submitted to the commission.

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

Approval of Salary Schedule for District Classified Management/Confidential Manager

Motion made by Paul Dake and seconded by Leslie Girard to approve the salary schedule for district classified management/confidential manager.

Dr. Moirao said the managers had not been scheduled for an increase, this increase will keep them with equitable salaries given to the other bargaining units, we will remain competitive with other districts.

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

Approval of Salary Schedule for District Certificated Administrators

Motion made by Paul Dake and seconded by Leslie Girard to approve the salary schedule for district certificated administrators.

Dr. Moirao said this is the same as the classified management, we need to continue to be competitive with our surrounding districts.

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

Approval of Selection of Proposition 39 - Solar Project

Motion made by Leslie Girard and seconded by David Gaboni to approve the selection of Proposition 39, solar project.

Dr. Moirao said Proposition 39 was approved a number of years ago for schools to be more energy efficient. The cost of the project would be \$400,000 over and above the Prop 34 funding, but the money would be recouped from the energy savings to the district. The panels would be placed on the KCHS Broadway parking lot; they would look more like shade structures. At GHS they would be placed by the student union.

David Gaboni inquired if there would be a warranty. Duane Wolgamott said this request is only for the approval of the proposal, it is not for the contractor. Once the proposal is approved then bids would go out for the contractor.

David Gaboni asked if there will be training for staff as well as the maintenance of the equipment. Diane Miller said yes, training would be provided.

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

Approval to Award Bid – Mechanical, Electrical, Plumbing Upgrades at KCHS and GHS Project

Dr. Moirao said the bids closed today, therefore additional information has been given to the Board to review.

Dr. Moirao said the district received one bid from DMC and their bid is within the base bid range. The base bid plus alternate 3 is within our range. Alternate 2 was too expensive.

Motion made by and seconded by David Gaboni to approve the award bid to DMC.

Paul Dake asked why alternate 1 was not selected. Diane Miller said that was pulled because it had to go to DSA.

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

Approval to Award Bid – Glulam Repairs at King City High School Project

Motion made by David Gaboni and seconded by Paul Dake to award bid glulam repairs at King City High School project to DMC

There were two bids. The lowest bid came from DMC.

Paulette Bumbalough questioned what the term Glulam was. The response was these beams have been glued in layers, this is the why the term is used.

There are 4 beams on the KCHS campus where the ends have termites as well as dry rot. Part of the repair will be to cut back the beams.

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

Approval to Award Bid – Re-roofing of KCHS F wing (Rooms 140-150) and J Wing – Ag Building

Motion made by Paul Dake and seconded by David Gaboni to award the bid for the re-roofing of KCHS F wing (rooms 140-150) and J Wing to Legacy Roofing.

Paulette Bumbalough said there were two bids and questioned the one bidder who did not offer an alternate price. Diane Miller said they did not offer an alternate option as requested in the bid, therefore they will not be considered. Legacy Roofing offered to do the work during the summer or the alternate was to do the work after school has started at the end of the school day. There is a significant saving having the work done after school hours.

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

Approval of Agreement with Monterey County Office of Education for One to One Assistance

Motion made by Leslie Girard and seconded by David Gaboni to approve the agreement with MCOE for one to one assistance.

Dr. Moirao said this service is for an incoming student who is blind. Paul Dake inquired if the student would have the same aid they had before coming to your district, the response was yes.

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

Approval of Creative Writing Textbook

Motion made by Paul Dake and seconded by Leslie Girard to approve the Creative Writing Textbook.

Dr. Moirao said this textbook is needed for the new course which will be offered next year.

Paulette Bumbalough questioned the \$15,000 cost for the textbooks. The response was this is a hard bound book which costs more than paperbacks.

Leslie Girard said she was glad to see the addition of a new course. Paulette Bumbalough made the comment we have been adding courses into the curriculum the last several years.



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

Board Policies – Second Reading

BP 3515.2 – Disruptions (revised)

AR 3515.2 – Disruptions (revised)

BP 3515.7 – Firearms on School Grounds (new)

AR 4112.6, 4212.6, 4312.6 – Personnel Records (revised)

AR 6173.2 – Education of Children of Military Families (revised)

AR 7111 – Evaluating Existing Buildings (revised)

Motion made by Paul Dake and seconded by David Gaboni to approve the board policies second reading.

Leslie Girard said AR 4112.6, 4212.6, 4312.6, Personnel Records seems to refer to only certificated employees, it does not include classified staff. Dr. Moirao said per Ed Code this particular section is specifically for certificated staff, but all employees have the right to respond to items put in their personnel file.

Paul Dake inquired if AR 6173.2 was included as a first reading last month. Duane Wolgamott referred to the May agenda and confirmed it was included as a first reading.

Leslie Girard inquired in BP/AR 3515.2 it refers to a Safety Plan. She inquired if there was one. Dr. Moirao responded yes, the Safety Plan is updated annually.

Promoting District

A comment was made the contributions from Duane Wolgamott, CBO, was greatly appreciated.

Paul Dake said there should be an emphasis on the increased graduation rate.

Another comment was made of the three bids which were approved to improve the schools as well as the approval to pursue the solar project.

David Gaboni said the return of local control should be promoted.

Future Agenda Items/Meeting Dates

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

Dr. Moirao said there will need to be a brief meeting in July to ratify his contract. He suggested July 5.

Signing of Papers

Dr. Moirao signed appropriate papers.

Adjournment

Paulette Bumbalough adjourned the meeting at 8:08 PM.



---

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

---

Date

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

Wednesday, July 6, 2016

Minutes

BOARD OF EDUCATION

Paulette Bumbalough – President – Minutes  
Joe Santibanez – Clerk – Excused Absence  
Mike LeBarre – Member – Present  
David Gaboni – Member – Present  
Leslie Girard – Member – Present

SUPERINTENDENT

Daniel R. Moirao, Ed.D.

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 8:05 AM.

Flag Salute

Paulette Bumbalough led in the flag salute.

Public Comment

There were not any comments from the public.

ACTION ITEM

Ratification of Superintendent's Contract

Dr. Moirao pointed out the last two pages are the salary comparisons of the superintendents in the surrounding districts.

Paulette Bumbalough said she, the board, and the district's legal counsel spent some time reviewing the contract. The decision was made to increase the salary by 5% from what Dr. Moirao received as the State Administrator.

Ms. Bumbalough said, as a member of the community, the superintendent from the King City Union School District is now making more than any other superintendent in the districts in the area and does not hold a teaching credential, therefore a waiver was needed. Dr. Moirao added the superintendent's contract for the King City Union School District also included automatic raises.

Russell Miller added when Dr. Moirao leaves, his replacement may wonder why a superintendent in the same town will be making more than the superintended for the South Monterey County Joint Union High School District.

David Gaboni inquired if the districts unify what would the salary be. The response was we could start from scratch.

Motion made by David Gaboni and seconded by Leslie Girard to ratify the superintendent's contract.

Paulette Bumbalough said the contract was ratified after the fact. Dr. Moirao said we agreed to the contract earlier in April, but as State Administrator, he ethically could not approve the contract, so this is the Board's first action as a governing team to ratify the agreement.

Paulette Bumbalough commented on page 3 of the contract there is a transportation allowance and on page 4 there is also an allowance for professional growth. In both cases the board felt this was an appropriate expense because of the numerous meetings a superintendent need to attend and Dr. Moirao is invited to speaking engagements.

Ms. Bumbalough suggested a report half way through the school year regarding the professional development engagements. She added the board wants to make sure a superintendent is not excessively away from the district in a school year.

Dr. Moirao suggested in the contract with a new superintendent they could request that for any professional development prior board approval would be needed. This way the board would be aware of the time spend away from the district.

INFORMATION – Board Study Session

Unification Process Discussion

Dr. Moirao reviewed the unification process as a result of the meetings held at MCOE last week.

Adjournment

Paulette Bumbalough adjourned the meeting at 9:09 AM.

---

Daniel R. Moirao, Ed.D., Superintendent

---

Date



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

**SUBJECT:** Approval of KCHS FFA Calendar for the 2016-2017 School Year and Out of State Travel      **MEETING:** August 17, 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 King City Chapter will be attending many events throughout the 2016-2017 school year that will include overnight trips and out of state travel to the FFA National Convention in Indianapolis from October 16, 2016 through October 22, 2016. The calendar listing all events for the school year are attached.

Recommendation:

The recommendation is being made for the Superintendent and SMCJUHSD to approve the FFA 2016-2017 calendar of events and out of state travel.


Fiscal Impact:

All expenses will be paid by individual students, King City FFA Boosters Club, Young Farmers Association or the Agriculture Incentive Grant.

Submitted By:

  
\_\_\_\_\_  
Janet Sanchez Matos  
Principal

Approved:

  
\_\_\_\_\_  
Daniel R. Moirao, Ed.D.  
Superintendent



# King City FFA

## 2016-2017 Calendar of Events

### AUGUST

- 8 FIRST DAY OF SCHOOL
- 18 PARENT ORIENTATION MTG 6PM AUDITORIUM
- 18 SB LIVESTOCK MTG 7AM\*\*
- 23 ICE CREAM SOCIAL 6PM @ AG COMPOUND
- 30 ALL BBQ TICKETS DUE!

### SEPTEMBER

- 1 SB LIVESTOCK MTG 7AM\*\*
- 7 PAINT YOUR HANDS GREEN 7:15 AG COMPOUND
- 7 GREENHAND/CHAPTER DEGREE BANQUET 6PM
- 10-11 **SOLC**
- 12 MONDAY NIGHT FOOTBALL DRIVE THROUGH BBQ
- 12 OPENING/CLOSING CEREMONIES TRY-OUTS 3:15 ROOM 196
- 14 OPENING/CLOSING CEREMONIES PRACTICE 7AM
- 15 SB LIVESTOCK MTG 7AM\*\*
- 16 OPENING/CLOSING CEREMONIES PRACTICE 7AM
- 21 OPENING/CLOSING CEREMONIES PRACTICE 7AM
- 23 OPENING/CLOSING CEREMONIES PRACTICE 7AM
- 24 BLUE & GOLD GAMES
- 27-2 **SAN BENITO COUNTY FAIR**
- 28 OPENING/CLOSING CEREMONIES PRACTICE 7AM
- 30 OPENING/CLOSING CEREMONIES PRACTICE 7AM

### OCTOBER

- 5 OPENING/CLOSING CONTEST 4 PM-EVERETT ALVAREZ
- 8-9 **COLC**
- 12 PUBLIC SPEAKING MTG @ LUNCH RM 196
- 12 SALINAS VALLEY FAIR BEEF INTEREST MTG 5PM RM 194
- 12 FFA MTG 4PM @ THE AG COMPOUND
- 13 GREENHAND CONFERENCE
- 14 ALL POINSETTIAS DUE
- 16-22 **NATIONAL FFA CONVENTION**

### NOVEMBER

- 2 BIG/CO-OP'S CONTEST 4:30-SOLEDAD
- 21 SVF PARENT/EXHIBITOR MTG 6PM-CAFETERIA
- 17 THANKSGIVING MTG 5PM

### DECEMBER

- 7 SECTIONAL PUBLIC SPEAKING CONTEST 4PM
- 8 FFA MTG 4PM @ AG COMPOUND
- 15 SVF CONTRACTS AND MONEY DUE
- 19-8 WINTER BREAK

### JANUARY

- 9 FIRST DAY OF SEMESTER 2
- 20-21 **MFE/ALA**
- 25 FFA MTG 4:30PM @ AG COMPOUND
- 26 SVF LIVESTOCK MTG 7AM\*\*
- 28 HARTNELL FIELD DAY

### FEBRUARY

- 1 JOB INTERVIEW CONTEST 4PM GONZALES
- 2 FARM DAY
- 9 SVF LIVESTOCK MTG 7AM\*\*
- 15 PROJECT COMP MTG @ LUNCH RM 196
- 16 TULARE FARM SHOW
- 18 PAINT THE TOWN BLUE & GOLD
- 20 NO SCHOOL
- 22 FFA MTG 5:00PM @ AG COMPOUND
- 23 SVF LIVESTOCK MTG 7AM\*\*
- 24 DRIVE THROUGH TRI-TIP BBQ
- 26-27 **REGIONAL OFFICER SCREENING**
- 28 STATE OFFICER CANDIDATE PRE-SCREENING

### MARCH

- 1 LOCAL PROJECT COMPETITION
- 3-4 **UC DAVIS FIELD DAY**
- 9 SVF LIVESTOCK MTG 7AM\*\*
- 9-10 **26 HOURS-CAL POLY**
- 7-10 **SACRAMENTO LEADERSHIP EXPERIENCE**
- 11 **CHICO STATE FIELD DAY**
- 17 SOUTH COAST SPRING REGIONAL MTG
- 17 END QUARTER 3
- 18 MERCED FIELD DAY
- 22 FFA MTG 6PM @ AG COMPOUND
- 23 SVF LIVESTOCK MTG 7AM\*\*
- 25 MJC FIELD DAY

### APRIL

- 1 REEDLEY COLLEGE FIELD DAY
- 2 STATE DEGREE & PROFICIENCY AWARD BANQUET-ARROYO GRANDE
- 5 FFA MTG 6PM @ AG COMPOUND
- 6 SVF LIVESTOCK MTG 7AM\*\*
- 6-7 SECTIONAL PROJECT COMPETITION
- 8 CAL POLY POMONA FIELD DAY
- 10-17 SPRING BREAK
- 20 SVF LIVESTOCK MTG 7AM\*\*
- 20-21 STATE SPEAKING FINALS
- 22 FRESNO STATE FIELD DAY
- 22-25 **CALIFORNIA STATE LEADERSHIP CONFERENCE**
- 27 CHAPTER OFFICER SCREENING

### MAY

- 3 MB PROJECT COMPETITION BANQUET 6 PM-HARTNELL COLLEGE
- 3 SAN BENITO COUNTY FAIR INTEREST MTG ROOM 196 @ LUNCH
- 4 SVF LIVESTOCK MTG 7AM\*\*
- 4 END OF THE YEAR BANQUET-SALINAS VALLEY FAIR GROUNDS
- 6 CAL POLY STATE FINALS
- 10 MB SECTIONAL ELECTIONS 4 PM SALINAS
- 17-21 **SALINAS VALLEY FAIR**
- 22-23 MANDATORY RECORDBOOK WORKDAYS
- 25-26 AG MECH & PLANT SALE 3-6PM
- 29 NO SCHOOL

### JUNE

- 1ST LAST DAY OF SCHOOL

- *In order to show at the Salinas Valley fair, you must attend/participate in 5 Chapter Activities by the end of the 1<sup>st</sup> Semester and attend the Parent meeting.*
- *All Overnight trips are in bold*
- *\*\*Must Attend if in the Livestock Management class*





# King City FFA

## 2016-2017 Calendar of Events

Events below are required days for agriculture teachers to be in attendance according to our requirements for the agriculture incentive grants, program success and student supervision. All substitute cost can be charged to Perkins Grant.

---

### SEPTEMBER

- 26 FFA STATE ADVISORY BOARD MEETING (1 TEACHER)
- 27-28 SAN BENITO COUNTY FAIR (2 TEACHERS)

### OCTOBER

- 13 GREENHAND CONFERENCE (4 TEACHERS)
- 16-22 NATIONAL FFA CONVENTION (1 TEACHER)

### NOVEMBER

- 29-30 NAAE CONFERENCE (1 TEACHER)

### DECEMBER

- 19 SOUTH COAST REGIONAL MEETING (4 TEACHERS)

### JANUARY

- 20-21 MFE/ALA (3 TEACHERS)

### FEBRUARY

- 1 REGIONAL PROFICIENCY SCORING (1 TEACHER)
- 2 FARM DAY (2 TEACHERS)
- 1-2 MENTORING TEACHER'S CONFERENCE (2 TEACHER)
- 6 FFA STATE ADVISORY MEETING (1 TEACHER)
- 16 TULARE FARM SHOW (2 TEACHERS)
- 27 SOUTH COAST SPRING REGIONAL MEETING (4 TEACHER)
- 28 STATE PROFICIENCY SCORING/ STATE OFFICER CANDIDATE PRE-SCREENING (1 TEACHER)

### MARCH

- 1 LOCAL PROJECT COMPETITION (1 TEACHER)
- 2 STATE RECORDBOOK VERIFICATION SCORING (1 TEACHER)
- 3-4 UC DAVIS FIELD DAY (1 TEACHER)
- 9-10 26 HOURS-CAL POLY (2 TEACHERS)
- 7-10 SACRAMENTO LEADERSHIP EXPERIENCE (1 TEACHER)
- 17 SOUTH COAST SPRING REGIONAL MTG (2 TEACHERS)

### APRIL

- 20-21 STATE SPEAKING FINALS (1 TEACHER)
- 22-25 CALIFORNIA STATE LEADERSHIP CONFERENCE (4 TEACHERS)

### MAY

- 4 END OF THE YEAR BANQUET-SALINAS VALLEY FAIR GROUNDS (1 TEACHER)
- 17-21 SALINAS VALLEY FAIR (4 TEACHERS)

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

**SUBJECT:** Approval of Accounts Payable Warrants (June 2016)    **MEETING:** August 17, 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:

Attached is the listing of the Accounts Payable warrants for the month of June 2016.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education approve the warrants.

Fiscal Impact:

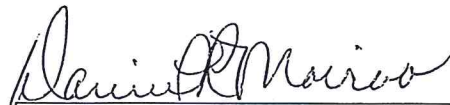
Within budgeted amounts.

Submitted By:



\_\_\_\_\_  
Russell Miller  
Interim Chief Business Official

Approved:



\_\_\_\_\_  
Daniel R. Moirao, Ed.D.  
Superintendent



Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount	
12239262	06/02/2016	DISCOVERY	01-5800	Spring Prom 2016 GHS Extra Time Due to Emergency		425.00	
12239263	06/02/2016	KING CITY TRUE VALUE HARDWARE	01-4300	OPEN PO FOR SUPPLIES		19.44	
12239264	06/02/2016	UC Regents	01-5200	Conference -Teacher Development		690.00	
12240070	06/07/2016	Nathanael Thomas B. Zell	01-4300	Instructional Supplies Reimbursement (History DVDs)		17.26	
12240071	06/07/2016	Claudia H. Arellano	01-5200	Mileage Reimb. MCOE, GHS, and Santa Cruz		151.85	
12240072	06/07/2016	Kenneth D. Wolgamott	01-5200	CASBO Conference	262.44		
				Gov. May Revise Workshop	115.02		
			01-5850	Quickbooks Pro Renewal	137.95		
			13-4300	Food Svs Training/Testing	47.55	562.96	
12240073	06/07/2016	ADVANCED PLACEMNT PRGRM/AP,dba	01-5800	AP Exams GHS		10,670.00	
12240074	06/07/2016	Atascadero Heritage Cabinets	01-4400	Computer Lab Furnishings		29,700.00	
12240075	06/07/2016	DELL MARKETING LP	01-4400	PLTW Teacher Laptops	3,908.50		
				Server infrastructure	39,214.11		
			01-5850	Vmware Software	40,295.97	83,418.58	
12240076	06/07/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	48.62		
-17-0077	06/07/2016	KING CITY UNION SCHOOL DIST	25-8681	OPEN PO FOR SUPPLIES	168.57	217.19	
12240078	06/07/2016	La Cuesta Inn	Cancelled	Dev. Fees 2015-16		95,538.77	
				Hotel stay for Daniel & Desiree V, CATA SLO	775.18	*	
				Hotel stay for K. Councilman, CATA SLO	966.15	1,741.33 *	
		Cancelled on 06/09/2016, Cancel Register # AP06092016A					
12240079	06/07/2016	SAN ANTONIO UNION SCHL DIST	25-8681	Dev. Fees 2015-16		9,539.57	
12240080	06/07/2016	San Lucas USD	25-8681	Dev. Fees 2015-16		2,175.82	
12240081	06/07/2016	TOTAL COMPENSATION SYSTEMS	01-5800	OPEB actuarial		2,100.00	
12240082	06/07/2016	UNITED PARCEL SERVICE	01-5930	UPS Services		41.54	
12241652	06/14/2016	Daniel R. Moirao	01-4300	Reimbursement , Courageous Creativity	1,920.81		
			01-5200	Reimbursement , Courageous Creativity	359.96	2,280.77	
12241653	06/14/2016	ADVANCED PLACEMNT PRGRM/AP,dba	01-5800	AP Exams KCHS		26,170.00	
12241654	06/14/2016	Creekside Inn, dba	01-5200	Hotel Stay for M. Cisneros for HP AP Calc Training		645.16	
12241655	06/14/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Blanket Open PO		748.86	
12241656	06/14/2016	NorCal Recognition Products	01-4300	Diplomas & Covers for class of 2016		1,383.64	
12241657	06/14/2016	So Mo Co Joint Union HSD	01-4300	Cal's finest- Training Supplies	202.28		
				DW Embroidery- Honor Coach banner	232.50		

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

ESCAPE ONLINE

## Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12241657	06/14/2016	So Mo Co Joint Union HSD	01-4300	Reimbursement for meeting supplies-Steven James	88.18	
				Reimbursement for printer-Cristina	46.08	
				Reimbursement for supplies -Marilyn Shepherd	786.85	
				Reimbursement Supplies-Shirley Laws	74.63	
				Guadalajara Restaurant	311.04	
				National Recog Products - Grad Supplies	398.65	
				Petty Cash- Shirley Laws	100.00	
			01-5200	Fred Pyror Seminars	678.00	
				La Cuesta Inn	966.15	
				La Cuesta Inn- CATA lodging KCHS	966.15	
			01-5800	City of King-LinkCrew	300.00	
				IHire, LLC job postings	597.00	
				Bank Fees	20.02	
				Bank Fees 4-16	18.76	
12242958	06/16/2016	CA Department of Justice	01-5860	Fingerprinting		5,786.29
12242959	06/16/2016	CA Water Service Company	01-5530	Water Fees		64.00
12242960	06/16/2016	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		1,038.68
12242961	06/16/2016	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	361.32	2,652.42
			01-5540	Water, Garbage, Sewer	1,042.84	
			01-5550	Water, Garbage, Sewer	3,106.04	4,510.20
12242962	06/16/2016	Doubletree by Hilton Sac	01-5200	MVP Training Hotel Stay for M. Cisneros		799.25
12242963	06/16/2016	EL Achieve	01-4200	CM Units		3,156.60
12242964	06/16/2016	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	2,687.03	
			01-5520	PGE	31,510.17	34,197.20
12242965	06/16/2016	SAFEWAY INC	01-4300	Blanket Open PO For Safeway - Parent Workshops	79.49	
				DELAC Meetings	5.73	
				Open PO for Foods and Products	89.53	
				Supplies for Aeries/Tech Meetings	108.98	
				supplies--C. Gillespie KCHS classroom	202.07	
				Teacher and Admin Training Supplies	46.27	532.07
12242966	06/16/2016	Sheraton San Diego MSSN VLLY	01-5200	Hotel Stay for A. Russ AP by the Sea		672.82
12242967	06/16/2016	Sysco San Francisco	13-4300	Food Service	1,584.40	
			13-4700	Food Service	13,089.27	14,673.67
12242968	06/16/2016	Work Well	01-5800	Tb Test and Physicals		555.00
12243513	06/21/2016	Left Coast Enterprises, Inc	01-4300	Ref # po15-00564		474.98

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

ESCAPE ONLINE

Page 2 of 9



Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12244402	06/23/2016	Claudia H. Arellano	01-5200	Practicum for CBO's		645.00
12244403	06/23/2016	Elizabeth Rodriguez	01-5200	MCOE Finance training		90.40
12244404	06/23/2016	#1 Academia de Servicio,dba	01-5800	Supplemental Educational Services 2015-16		561.50
12244405	06/23/2016	#1 Educando Con Tabletas, dba	01-5800	Supplemental Educational Services		2,246.00
12244406	06/23/2016	1 Online Tutoring LLC	01-5800	Supplemental Educational Services 2015-16		4,533.32
12244407	06/23/2016	Adam Signz	01-4300	T-Shirts		340.44
12244408	06/23/2016	Aeries Software Inc	01-5200	Aeries Workshops		700.00
12244409	06/23/2016	AMERICAN SUPPLY COMPANY	Cancelled	Custodial Supplies		5,703.12 *
		Cancelled on 07/12/2016, Cancel Register # AP07122016				
12244410	06/23/2016	Ann Brownstone	01-5800	Occupational therapy-contracted services		1,450.00
12244411	06/23/2016	AT&T	01-5910	Phone line GHS Maintenance		76.50
12244412	06/23/2016	AUS-WEST Lockbox	01-5800	Shop Towels and Mechanic's Coveralls	152.80	
			13-5800	Services	869.57	1,022.37
12244413	06/23/2016	B&B STEEL	01-4300	ROP Supplies		2,360.48
12244414	06/23/2016	BARRACUDA NETWORKS, INC	01-5850	Spam and Virus Firewall		3,298.00
12244415	06/23/2016	Baudville, Inc.	01-4300	Pins for Volunteer Lunch-In		98.75
12244416	06/23/2016	Beyond Speech Therapy	01-5800	Speech Therapy		325.00
12244417	06/23/2016	Bizchair.com, dba	01-4400	Maintenance Equipment	1,057.24	
				Unpaid Sales Tax	74.10-	983.14
12244418	06/23/2016	BUS WEST	01-4300	Parts for Buses		736.68
12244419	06/23/2016	CA Assoc of Nurseries&Garden	01-4300	Horticulture Supplemental Texbooks		1,171.80
12244420	06/23/2016	CA Rare Fruit Grwrs, Inc(CRFG	01-4300	Ag Department Supplies - AIG		160.00
12244421	06/23/2016	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES	165.90	
			01-4400	Printer for Library (KCHS)	757.54	
				Network Upgrades- Switches	3,211.32	4,134.76
12244422	06/23/2016	CITY OF GREENFIELD	01-5550	Water, Garbage, Sewer	416.40	
			01-5800	School Security	15,000.00	15,416.40
12244423	06/23/2016	CITY OF KING	01-5630	Swim Team 2016 Facility usage		5,372.83
12244424	06/23/2016	Corwin Press	01-5200	Visible Learning Conf. Reg. M. Cisneros		349.00
12244425	06/23/2016	Culligan Water Conditioning	13-5800	Water Conditioning		170.46
12244426	06/23/2016	Cyberguys / E-Filliate Inc	01-4300	Supplies		544.95
12244427	06/23/2016	Dannis Woliver Kelley / DWK	01-5810	Contracted Services		1,020.16
12244428	06/23/2016	DecoTech Systems, Inc	01-4400	Wireless Access Points		2,249.10
12244429	06/23/2016	DELL MARKETING LP	01-4400	PLTW Laptops		103,672.65
12244430	06/23/2016	DFE & Associates, Inc	Cancelled	IOR for GHS Fire Alarm Project		1,643.52 *
		Cancelled on 07/12/2016, Cancel Register # AP07122016				

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

ESCAPE ONLINE

Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12244431	06/23/2016	Div of the State Architect	01-5800	Plan Review Fee for Mechanical HVAC Project		1,180.00
12244432	06/23/2016	Edlio, Inc	01-5850	Websites		5,400.00
12244433	06/23/2016	Gaylord National Resort, dba	01-5200	Hotel Stay for M. Cisneros Visible Learning Conf		846.06
12244434	06/23/2016	Graduation Source	01-4300	Graduation Materials		623.70
12244435	06/23/2016	GRAINGER INC,W W	Cancelled	Maintenance Equipment	463.92	*
				Maintenance Supplies	2,838.11	*
				OPEN PO FOR SUPPLIES	613.17	*
				Maintenance Equipment	272.73	4,187.93 *
		Cancelled on 07/12/2016, Cancel Register # AP07122016				
12244436	06/23/2016	GREENFIELD TRUE VALUE	01-4300	Supplies		248.03
12244437	06/23/2016	HOBART	13-6500	GHS Cafeteria Conv Oven replacement		10,275.07
12244438	06/23/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Open PO for Ag Mech Ornamental Horticulture Clases	649.79	
12244439	06/23/2016	Illuminate Data & Assessment	01-5800	ROP Supplies	1,409.42	2,059.21
12244440	06/23/2016	INGRAHAM JEWELERS, INC	01-4300	Additional Illuminate Training		1,500.00
12244441	06/23/2016	JB Tire	01-4311	Open PO for Athlete Awards for school year		181.99
12244442	06/23/2016	JIM Enterprises, Inc.	01-5800	Tires and Caps		590.50
12244443	06/23/2016	Kelly Moore Paint Company	01-4300	Supplemental Educational Services 2015-16		1,622.88
12244444	06/23/2016	KING CITY GLASS	01-5620	Paint and Sundries		967.55
12244445	06/23/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Door and Window Repairs		105.19
12244446	06/23/2016	Longstreth Sporting Goods, LLC	01-4300	Maintenance Supplies		126.99
12244447	06/23/2016	LOZANO SMITH	01-4300	Field Hockey Gear		3,401.49
12244448	06/23/2016	Mail Finance	01-5810	Lozano Smith Contract		11,000.36
12244449	06/23/2016	MATRANGA WHOLESALE FLORISTS	01-5630	Postage Machine		159.02
				Open PO for Flowers	3,955.75	
				ROP Supplies	1,200.35	5,156.10
12244450	06/23/2016	Mission Trail Athletic/MTAL	01-5800	PSI Officials Mileage Bill		570.18
12244451	06/23/2016	Monterey Peninsula USD	01-5800	ISA's for SPED students		15,194.52
12244452	06/23/2016	NASCO	01-4300	ROP Supplies		838.61
12244453	06/23/2016	Nuevo Milenio	01-4300	Graduation Flower Arrangements		196.87
12244454	06/23/2016	O'Reilly Automotive Stores, Inc	01-4300	Supplies for fleet		32.42
12244455	06/23/2016	Odyseyware, Inc	01-5850	Credit Recovery Software		5,000.00
12244456	06/23/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Board Materials and Supplies	23.55	
				DO office supplies	766.45	
				Open PO	788.06	
				Open PO for Instructional Supplies	1,338.49	

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

ESCAPE ONLINE



## Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12244456	06/23/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Open PO for Office Supplies	1,053.16	
				OPEN PO FOR SUPPLIES	674.67	
				Open PO ROP Fund	2,499.67	
				open PO supplies	155.33	
			01-5800	Student Registration packets	326.54	
				Athletic Packets	859.12	8,485.04
12244457	06/23/2016	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		21,363.48
12244458	06/23/2016	PAQ Inc. DBA Food 4 Less/Rncho S Miguel	01-4300	classroom supplies-Byrd GHS	383.59	
				supplies sped--T. Torres GHS	55.63	439.22
12244459	06/23/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		65.47
12244460	06/23/2016	Peggy Barker	01-5800	Contracted Services		776.25
12244461	06/23/2016	Pinnacle Educators	01-5800	Contracted Services w/ Pinnacle Educators		20,316.25
12244462	06/23/2016	PURE WATER	01-5800	Drinking Water		218.75
12244463	06/23/2016	Riverside County Office of Ed	01-5800	CTC Program		21,200.00
12244464	06/23/2016	SAFEWAY INC	01-4300	Open PO for Foods and Products		207.16
12244465	06/23/2016	Sandra A. Madrid	01-5800	Aeries Consultant		270.00
12244466	06/23/2016	Sarah Ingraham	01-5800	Contracted SPED services		3,965.00
12244467	06/23/2016	Southern Computer Warehouse	01-4300	OPEN PO FOR SUPPLIES	2,153.78	
			01-4400	PLTW Engineering Tablets	10,162.92	12,316.70
12244468	06/23/2016	Sysco San Francisco	13-4700	Food Service		546.37
12244469	06/23/2016	SyTech Solutions	01-5800	DOCUMENT SCANNING		14,135.93
12244470	06/23/2016	Teter, LLP	01-5800	GHS Relocatable Classrooms Project		2,526.90
12244471	06/23/2016	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		6,351.85
12244472	06/23/2016	Two Team Construction, Inc	01-5620	KC Baseball Scoreboard Repairs		6,963.00
12244473	06/23/2016	Joseph Almeida	01-8699	Roy and Carole Morris Scholarship		500.00
12244474	06/23/2016	Joseph Almeida	01-8699	SCHOLARSHIP		500.00
12244475	06/23/2016	Joseph Almeida	01-8699	Sheid winner		500.00
12244476	06/23/2016	Joseph Almeida	01-8699	Sheid winner		500.00
12244477	06/23/2016	Joseph Almeida	01-8699	Sheid winner		500.00
12246806	06/30/2016	Richard Partida	01-5800	Driver Physical and License		122.00
12246807	06/30/2016	Paul W. Cavanagh	01-4200	AP tests		303.80
12246808	06/30/2016	Cassandra L. Gillespie	01-4300	Supplies for Functional skills class		62.99
12246809	06/30/2016	Kara R. King	01-5200	Sped student home visit		133.92
12246810	06/30/2016	Katherine Primavera Rios	01-4300	LinkCrew even supplies		161.58
12246811	06/30/2016	James G. Schierer	01-5200	School visit Reimbursement		49.15
12246812	06/30/2016	Chrystene L. Allred	01-5200	AP Pacific institue CSUMB		1,051.00
12246813	06/30/2016	Lidia T. Rodriguez	01-5200	Mileage remibursement for Report card printing at DO		104.64

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

ESCAPE ONLINE

Page 5 of 9



Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12246814	06/30/2016	Maria Villagomez	01-5200	AP workshop		
12246815	06/30/2016	Kelsey L. Councilman	01-5200	CATA Conference		1,003.04
12246816	06/30/2016	Russell D. Miller	01-5800	Reimbursement for fingerprints	30.00	118.52
				TB test reimbursement	30.00	60.00
12246817	06/30/2016	Elizabeth Rodriguez	01-5200	MCOE trip to pick up checks		48.28
12246818	06/30/2016	Diane L. Miller	01-5200	Pick up new ag van		65.45
12246819	06/30/2016	A & G PUMPING, INC	01-5630	Portable Restroom Rental		478.90
12246820	06/30/2016	A T & T	01-5920	fiber optic lines		324.32
12246821	06/30/2016	A T & T CALNET 2	01-5910	CALNET		97.19
12246822	06/30/2016	AMERICAN SUPPLY COMPANY	01-4300	Custodial Supplies	2,147.93	
				Janitorial supplies/b16-00358	4,346.08	
			13-4300	Supplies Cafeteria	118.84	6,612.85
12246823	06/30/2016	Andrea Reed	01-5800	Sped Services		780.00
12246824	06/30/2016	AUS-WEST Lockbox	01-5800	Shop Towels and Mechanic's Coveralls	207.98	
			13-5800	Services	272.27	480.25
12246825	06/30/2016	CA Valued Trust	01-9513	Benefits		79,946.11
12246826	06/30/2016	CA Water Service Company	01-5530	Water Fees		1,061.13
12246827	06/30/2016	CDW-G	01-4400	Network Switches		256.19
12246828	06/30/2016	CSBA	01-5200	Board member training		249.00
12246829	06/30/2016	Culligan Water Conditioning	13-5800	Water Conditioning		85.23
12246830	06/30/2016	DFE & Associates, Inc	01-5800	Inspection of all work for GHS New Portables		810.00
12246831	06/30/2016	Div of the State Architect	01-5800	Fire alarm upgrade		1,028.19
12246832	06/30/2016	Fastenal Company	01-4300	Maintenance Supplies		73.30
12246833	06/30/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		1,643.52
12246834	06/30/2016	Freestyle Event Services, Inc	01-5800	Sound System for 2016 Graduation Ceremony		2,000.00
12246835	06/30/2016	GRAINGER INC,W W	01-4300	maintenance supplies/b16-00310	343.04	
				maintenance supplies/b16-00353	2,017.90	
				maintenance supplies/PO16-00730	368.32	
				OPEN PO FOR SUPPLIES	1,910.05	
			01-4400	maintenance supplies/PO16-00730	368.33	5,007.64
12246836	06/30/2016	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		43.49
12246837	06/30/2016	Isaac Benton	01-5200	Reimbursements for I. Benton NCTM 2016		939.79
12246838	06/30/2016	JACQUELINE L CHEONG	01-5800	Contracted SPED Services		12,537.50
12246839	06/30/2016	JB Jordan & Associates	01-5620	GHS Carpet-piggyback Carpeting	10,962.33	
				Summer Carpeting - Piggyback bid	77,031.56	87,993.89

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

ESCAPE ONLINE

## Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12246840	06/30/2016	JK Architects, Inc.	01-5800	Architect costs GHS Fire Alarm Replacement		4,726.84
12246841	06/30/2016	Johnson Electronics	01-5620	Johnson Electronics Fire Alarm Replacement		31,696.46
12246842	06/30/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		205.48
12246843	06/30/2016	Learnmore	01-5800	STEM computers		7,500.00
12246844	06/30/2016	Mail Finance	01-5630	Postage Machine		159.02
12246845	06/30/2016	MCOE	01-5800	Math Program MOU #3356		3,250.00
12246846	06/30/2016	Mission Trail Athletic/MTAL	01-5800	Track & field Championships gate money		839.00
12246847	06/30/2016	Monterey Bay Systems, dba	01-5610	Copier Maint (usage)		3,171.26
12246848	06/30/2016	Monterey County Health Dept	01-5800	School Bus Fee-HAZMat	978.00	
12246849	06/30/2016	NASCO	13-5800	Cafeteria First responder	1,652.00	2,630.00
12246850	06/30/2016	Newsela, Inc	01-4300	ROP Supplies		1,334.41
12246851	06/30/2016	NorCal Recognition Products	01-5800	Newsela training		2,500.00
12246852	06/30/2016	Nuntios Media LLC, dba	01-4300	Diplomas & Diploma Covers		1,346.63
12246853	06/30/2016	OFFICE DEPOT BUSINESS SERVICES	01-5800	"Appeal for Teachers" video		3,000.00
			01-4300	Blanket Open PO for Classroom Supplies	1,311.88	
				Blanket Open PO for Office Depot	1,161.00	
				Blanket Open PO for Office Depot-Office	1,674.97	
				Office Supplies	662.84	
				Open PO for Instructional Supplies	2,740.74	
				OPEN PO FOR SUPPLIES	1,596.01	
				Printer, Ink, and Paper for KCHS AG	940.07	
			01-4400	Printer, Ink, and Paper for KCHS AG	1,674.55	
			01-5800	Student Registration packets	5,009.33	
			13-4400	Food service safe for cafeteria - GHS	367.49	17,138.88
12246854	06/30/2016	Pacific Coast Battery Srv Inc	01-4300	Batteries for Fleet		399.74
12246855	06/30/2016	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	343.98	
			01-5520	PGE	1,064.62	1,408.60
12246856	06/30/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		15.73
12246857	06/30/2016	Presence Learning	01-5800	Contracted SPED Services		11,370.60
12246858	06/30/2016	Professional Tutors of America	01-5800	Supplemental Educational Services		272.00
12246859	06/30/2016	SAFEWAY INC	01-4300	2015-16 Sped supplies	74.68	
12246860	06/30/2016	Sara Gratiot		State Administrator supplies for meetings	119.66	194.34
12246861	06/30/2016	SCHOOL SERVICES OF CA, INC	01-4400	SPED Contracted services		1,000.00
			01-5200	May revise	155.00	
				May revise - Dr. Moirao	155.00	310.00

-23-

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

ESCAPE 



**Checks Dated 06/01/2016 through 06/30/2016**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12246862	06/30/2016	SchoolDude	01-5800	SchoolDude Service--Web Service		2,771.37
12246863	06/30/2016	Scofield Graphics	01-4300	Signs		311.40
12246864	06/30/2016	SHI International Corp	01-5850	Microsoft Licensing		6,754.50
12246865	06/30/2016	SOUTH COUNTY NEWSPAPERS INC	01-5800	Bid Advertising		1,005.00
12246866	06/30/2016	Southern Computer Warehouse	01-4300	OPEN PO FOR SUPPLIES		775.29
12246867	06/30/2016	Sysco San Francisco	13-4300	Food Service	2,323.97	
			13-4700	Food Service	9,501.82	
12246868	06/30/2016	Teter, LLP	01-5800	Addendum to ERP contract	190.37	11,825.79
				Emergency Repair Program Grant Project	42,699.48	
				GHS Relocatable Classrooms Project	13,166.26	56,056.11
12246869	06/30/2016	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils	672.26	
				Fuel PO Ag program	172.21	844.47
12246870	06/30/2016	UNITED PARCEL SERVICE	01-5930	UPS Services		486.85
12246871	06/30/2016	Uretsky Security	01-5800	Security Contract		7,644.00
12246872	06/30/2016	WILCO SUPPLY	01-4300	Replacement Door Hardware and Keys		765.52
12246873	06/30/2016	David Gaboni	01-5200	Board Meeting Mileage reimbursement		291.06
12246874	06/30/2016	Diego Lamas	01-5800	La Causa Scholarship		250.00
12246875	06/30/2016	Kristal Acosta Sanchez	01-5800	Inez Del Ponte Rava Scholarship		500.00
12246876	06/30/2016	Kristal Acosta Sanchez	01-5800	Inez del Ponte Rava Scholarship		500.00
12246877	06/30/2016	Lesli Girard	01-5200	Tom Torlakson luncheon		128.48
12246878	06/30/2016	Salvador Oseguera	01-5800	Principal's scholarship		500.00
12246879	06/30/2016	Veronica Plaza	01-5800	Shied contest		500.00
12246880	06/30/2016	Veronica Plaza	01-5800	Shied Contest		250.00
<b>Total Number of Checks</b>					<b>185</b>	<b>1,084,900.98</b>

	Count	Amount
Cancel	4	13,275.90
Net Issue		1,071,625.08

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	171	921,897.19
13	Cafeteria Fund	13	42,547.83
25	Capital Facilities Fund	3	107,254.16

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

ESCAPE **ONLINE**



Checks Dated 06/01/2016 through 06/30/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
			Total Number of Checks	181	1,071,699.18	
			Less Unpaid Sales Tax Liability		74.10	
			Net (Check Amount)		<u>1,071,625.08</u>	

-25-

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

ESCAPE ONLINE

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

**SUBJECT:** Approval of Accounts Payable Warrants (July 2016)    **MEETING:** August 17, 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:

Attached is the listing of the Accounts Payable warrants for the month of July 2016.

Recommendation:

The recommendation is being made for the Superintendent and SMCJUHSD Board of Education to approve the warrants.

Fiscal Impact:

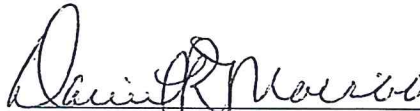
Within budgeted amounts.

Submitted By:



\_\_\_\_\_  
Russell Miller  
Interim Chief Business Official

Approved:



\_\_\_\_\_  
Daniel R. Moirao, Ed.D.  
Superintendent

Checks Dated 07/01/2016 through 07/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12247882	07/07/2016	Monica Serrato	01-5200	Mileage Reimbursement MCOE trip for checks		48.17
12247883	07/07/2016	Debora P. Benson	01-5200	CATA Conference Reimbursement		234.75
12247884	07/07/2016	Dariana Sanchez	01-5200	Home visits-Mileage reimbursement		90.18
12247885	07/07/2016	Lucia Ruiz-Castillo	01-5200	Excell training meal reimbursement		28.14
12247886	07/07/2016	Laura Villagomez	01-5200	Excell training meal reimbursement		42.20
12247887	07/07/2016	Daniel R. Moirao	01-4200	Reimb for various Conf. & meetings for Dr. Moirao	157.11	
			01-5200	Reimb for various Conf. & meetings for Dr. Moirao	1,455.09	1,612.20
12247888	07/07/2016	A T & T CALNET 2	01-5910	CALNET		51.26
12247889	07/07/2016	ABBOTT PLUMBING	01-5800	Backflow Prevention Testing		285.00
12247890	07/07/2016	Agile IT	01-5800	Email Migration		10,250.00
12247891	07/07/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	30.66	
			01-5800	Shop Towels and Mechanic's Coveralls	30.56	61.22
12247892	07/07/2016	B&B STEEL	01-4300	ROP Supplies		2,353.99
12247893	07/07/2016	BENSON PLUMBING INC	01-5620	Plumbing Repairs		1,840.63
12247894	07/07/2016	CA STATE DISBURSEMENT UNIT	01-9525	Child Support monies returned to the district		3,035.00
12247895	07/07/2016	Carlons Fire Extinguisher	01-5620	PIV Repairs		6,350.00
12247896	07/07/2016	CDW-G	01-4400	Network Switches	23,770.13	
				OPEN PO FOR TECHNOLOGY EQUIPMENT	1,266.10	25,036.23
12247897	07/07/2016	Christy White Associates	01-5800	Electronic Attendance Audit services	3,000.00	
				External Audit 2015-16	8,415.00	11,415.00
12247898	07/07/2016	CITY OF GREENFIELD	01-5550	Water, Garbage, Sewer		672.92
12247899	07/07/2016	CSF BALFOUR	01-4300	CSF Awards Graduation Supplies		144.00
12247900	07/07/2016	CSM CONSULTING INC	01-5200	ASB Workshop		1,375.00
12247901	07/07/2016	DELL MARKETING LP	01-4400	Perkins Equipment		8,584.28
12247902	07/07/2016	Fastenal Company	01-4300	Maintenance Equipment	207.54	
				Maintenance Supplies	113.68	
			01-4400	Maintenance Equipment	442.50	763.72
12247903	07/07/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		1,261.50
12247904	07/07/2016	Gavilan Pest Control	01-5800	Herbicide Application		900.00
12247905	07/07/2016	GRAINGER INC,W W	01-4300	Maintenance Supplies	120.54	
				OPEN PO FOR SUPPLIES	404.75	525.29
12247906	07/07/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Open PO for Ag Mech Ornamental Horticulture Clases	4,192.83	

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

ESCAPE ONLINE



## Checks Dated 07/01/2016 through 07/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12247906	07/07/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	ROP Supplies	873.50	5,066.33
12247907	07/07/2016	Houghton Mifflin Harcourt Publishing Co.	01-5850	Scholastic Software		5,900.00
12247908	07/07/2016	Johnson Electronics	01-5800	Quarterly Monitoring & Servicing		102.00
12247909	07/07/2016	KING CITY GLASS	01-5620	Door and Window Repairs		281.23
12247910	07/07/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	37.78	
12247911	07/07/2016	Michael Carter	01-5200	OPEN PO FOR SUPPLIES	56.69	94.47
12247912	07/07/2016	Musician's Friend, Inc.	01-4300	Reimbursements for M. Carter NCTM 2016		1,340.81
12247913	07/07/2016	NASCO	01-4300	Parts for AG Sound System		112.41
12247914	07/07/2016	O'Reilly Automotive Stores, Inc	01-4300	ROP Supplies		581.65
12247915	07/07/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Supplies for fleet		412.96
12247916	07/07/2016	Pacific Coast Battery Srvc Inc	01-4300	Classroom Office Supplies		324.79
12247917	07/07/2016	PAQ Inc. DBA Food 4 Less/Rncho S Miguel	01-4300	Batteries for Fleet		266.49
12247918	07/07/2016	PARTS & SERVICE CENTER-NAPA	01-4300	supplies sped--T. Torres GHS		78.90
12247919	07/07/2016	Phantom Tech/iBoss WebFilters	01-4300	Parts for Fleet		32.39
12247920	07/07/2016	PlasmaCAM, Inc	01-5300	Internet Filter		5,490.00
12247921	07/07/2016	Print Manager	01-4300	Routing Attachment		513.37
12247922	07/07/2016	Progress Adviser, INC	01-4300	Software		750.00
12247923	07/07/2016	RG Fabrication, Inc	01-5800	Annual Contract 2016-17		1,900.00
			01-4300	Open PO	3,535.36	
12247924	07/07/2016	S Tech Consulting LLC	01-5620	Metalwork Repairs	337.50	3,872.86
12247925	07/07/2016	SAFEWAY INC	01-5800	Asbestos Testing		1,200.00
			01-4300	Supplies for Aeries/Tech Meetings	17.48	
				supplies--C. Gillespie KCHS classroom	49.66	67.14
12247926	07/07/2016	Salinas Valley Fair, Inc	01-5630	Scholarship Banquet -Hall Rental		855.00
12247927	07/07/2016	Scudder Roofing Company	01-5620	Roof Repairs Per ERP Grant Bid Award		79,370.00
12247928	07/07/2016	Southern Computer Warehouse	01-4400	PLTW Engineering Tablets		1,243.82
12247929	07/07/2016	The Instrumentalist Products	01-4300	Music Supplies		332.00
12247930	07/07/2016	Uretsky Security	01-5800	Security Contract		7,812.00
12247931	07/07/2016	WARD'S NATURAL SCIENCE	01-4300	ROP Supplies		1,765.73
12247932	07/07/2016	WestAir Gases & Equipment Inc	01-4300	Open PO for Gases & Supplies for Ag Mech	1,120.18	
				Welders Supplies KCHS	5,007.65	6,127.83
12247933	07/07/2016	Work Well	01-5800	Tb Test and Physicals		65.00
12247934	07/07/2016	Alize Ortiz	01-8699	Sheid Contest winner		350.00
12249187	07/14/2016	Elizabeth Rodriguez	01-5200	School Finance & Management conference		381.47
12249188	07/14/2016	A T & T	01-5920	fiber optic lines		1,207.59
12249189	07/14/2016	Aeries Software Inc	01-5850	SIS Renewal		6,652.04
12249190	07/14/2016	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies		837.77

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

ESCAPE ONLINE

Page 2 of 7



Checks Dated 07/01/2016 through 07/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12249191	07/14/2016	Associated Services Inc	01-5620	HVAC Repairs		1,412.00
12249192	07/14/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	30.66	
			01-5800	Shop Towels and Mechanic's Coveralls	30.56	
			13-5800	Kitchen maintenance supplies	110.67	171.89
12249193	07/14/2016	CA Department of Justice	01-5860	Fingerprinting		288.00
12249194	07/14/2016	CA Water Service Company	01-5530	Water Fees		29.75
12249195	07/14/2016	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		2,652.42
12249196	07/14/2016	Christy White Associates	01-5800	External Audit 2015-16		3,270.00
12249197	07/14/2016	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	187.80	
			01-5540	Water, Garbage, Sewer	1,042.84	
			01-5550	Water, Garbage, Sewer	2,727.50	3,958.14
12249198	07/14/2016	Codework, Inc	01-5800	Netop Renewal	2,739.10	
				Unpaid Sales Tax	118.30-	2,620.80
12249199	07/14/2016	Cooperative Strategies, LLC	25-5800	Contracted consulting services		1,837.50
12249200	07/14/2016	DecoTech Systems, Inc	01-4400	Wireless Access Points		8,485.70
12249201	07/14/2016	Div of the State Architect	01-5800	Plan/Field Review Fee for PBHS Lunch Shelter		1,080.00
12249202	07/14/2016	Escape Technology Inc	01-5200	Beyond Escape Conf Reg. for E. Rodriguez		700.00
12249203	07/14/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		20.91
12249204	07/14/2016	GRAINGER INC,W W	01-4300	Maintenance Supplies		21.09
12249205	07/14/2016	Heartland Payment System, Inc. Attn: Nutrikids	13-5800	16-17 Nutrikids		1,207.00
12249206	07/14/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4400	Maintenance Equipment		869.14
12249207	07/14/2016	JB Jordan & Associates	01-5620	GHS Carpet-piggyback Carpeting Summer Carpeting - Piggyback bid	5,782.42	
					47,392.00	53,174.42
12249208	07/14/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Key		107.69
12249209	07/14/2016	MATRANGA WHOLESALE FLORISTS	01-4300	Open PO for Flowers	878.30	
				ROP Supplies	5,950.20	6,828.50
12249210	07/14/2016	NASCO	01-4300	ROP Supplies		323.74
12249211	07/14/2016	O'Reilly Automotive Stores, Inc	01-4300	Parts for Fleet		139.10
12249212	07/14/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies	273.23	
				Office Supplies	16.03	
				Supplies	64.86	354.12
12249213	07/14/2016	Overhead Door Co of Salinas	01-5620	Roll-up Door Repairs	1,513.75	
				Unpaid Sales Tax	113.75-	1,400.00
12249214	07/14/2016	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	589.00-	
			01-5520	PGE	12,809.16	12,220.16
12249215	07/14/2016	PAQ Inc. DBA Food 4 Less/Rncho S Miguel	01-4300	classroom supplies-Byrd GHS		94.78

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

ESCAPE ONLINE



## Checks Dated 07/01/2016 through 07/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12249216	07/14/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		105.26
12249217	07/14/2016	PRAXAIR DISTRIBUTION INC	01-4300	Open PO for Ag Mechanics Class		3,314.30
12249218	07/14/2016	Professional Tutors of America	01-5800	Supplemental Educational Services 2015-16		607.24
12249219	07/14/2016	Property Restoration Services	01-5620	Mechanical Upgrades and Structural Repairs		14,176.53
12249220	07/14/2016	PURE WATER	01-5800	Drinking Water		190.84
12249221	07/14/2016	Quinn Company	01-4300	Supplies for Fleet		367.68
12249222	07/14/2016	Riddell All American	01-4300	Athletic Uniforms	2,014.04	
12249223	07/14/2016	S Tech Consulting LLC	01-5800	Athletic Uniforms.	2,631.66	4,645.70
12249224	07/14/2016	Shred-It San Francisco	01-5800	Post-Abatement Asbestos Inspection		800.00
12249225	07/14/2016	SOUTH COUNTY NEWSPAPERS INC	01-5800	Shredding Fees		135.02
12249226	07/14/2016	SOUTHERN COMPUTER WAREHOUSE	01-5800	Bid Advertising		3,135.00
12249227	07/14/2016	Southern Computer Warehouse	01-4400	PLTW Engineering Tablets		8,233.77
12249227	07/14/2016	Sysco San Francisco	13-4700	Students produce		3,448.83
12249228	07/14/2016	TORO PETROLEUM CORP	01-4310	Fuel PO Ag program		217.69
12249229	07/14/2016	UNITED PARCEL SERVICE	01-5930	Shipping of payroll chcs	31.08	
12249230	07/14/2016	WARD'S NATURAL SCIENCE	01-4300	UPS Services	32.93	64.01
12249231	07/14/2016	Abigail Foster	01-8699	ROP Supplies		298.74
12249232	07/14/2016	Crystal Camacho Acevedo	01-8699	Scheid Writing contest winner		500.00
12249233	07/14/2016	Crystal Camacho Acevedo	01-8699	Green's Accounting scholarship		500.00
12249234	07/14/2016	Diego Llamas	01-8699	Green's Accounting scholarship		250.00
12249235	07/14/2016	Diego LLamas	01-8699	Inez Del Ponte Scholarship		500.00
12250415	07/21/2016	Monica Serrato	01-8699	Inez Del Ponte Scholarship		500.00
12250416	07/21/2016	Daniel R. Moirao	01-5200	Mileage reimbursement for check pick up at MCOE		48.28
12250416	07/21/2016	Daniel R. Moirao	01-5200	Travel Reimbursement for Roundtable meeting	854.68	
12250417	07/21/2016	A & G PUMPING, INC	01-5630	travel reimbursement for Visible Learning Conference	2,873.29	3,727.97
12250417	07/21/2016	A & G PUMPING, INC	01-5630	Port-o-let Rental	407.14	
12250418	07/21/2016	ACSA'S Foundation For Ed Admin	01-5200	Portable Restroom Rental	71.76	478.90
12250419	07/21/2016	AMERICAN SUPPLY COMPANY	01-5200	ACSA Personnel Academy S. James		1,275.00
12250420	07/21/2016	Association for Sup & Cur Dev	01-4300	Custodial Supplies		365.51
12250420	07/21/2016	Association for Sup & Cur Dev	01-5300	Premium membership for superintendent		284.00
12250421	07/21/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms		30.66
12250422	07/21/2016	Beyond Speech Therapy	01-5800	Speech Therapy		390.00
12250423	07/21/2016	CA Water Service Company	01-5530	Water Fees		152.68

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

ESCAPE ONLINE

Page 4 of 7



## Checks Dated 07/01/2016 through 07/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12250424	07/21/2016	Central Coast Section/CIF	01-5300	CCS Admin, Fall, Winter, Spring Fees	2,835.00	
12250425	07/21/2016	Ceresville New Holland, Inc	01-4400	CCS Dues See Attached	2,730.00	5,565.00
12250426	07/21/2016	CIF-State Federation Office	01-5300	Livestock Scale		2,012.50
12250427	07/21/2016	CNC Electric & Outdoor Equip	01-4300	State CIF Dues. Please Specify GHS on check.		713.32
12250428	07/21/2016	CSBA	01-4300	SHOP materials		156.66
12250429	07/21/2016	Cunningham Law Group	01-5200	Board training		996.00
12250430	07/21/2016	DFE & Associates, Inc	01-5810	Legal services		3,000.00
12250431	07/21/2016	Digital Dreams Come True Inc	01-5800	Inspection of all work for GHS New Portables		600.00
12250432	07/21/2016	Edges Electrical Group, LLC	01-5800	Cameras- Greenfield	7,265.63	
12250433	07/21/2016	EDUCATIONAL DATA SYSTEMS,INC	01-5800	Cameras- King City/Portola	7,698.13	14,963.76
12250434	07/21/2016	Enviroplex	01-4300	Repair Parts and Supplies		9.20
12250435	07/21/2016	EWING IRRIGATION PRODUCTS	01-5800	Physical Fitness Tests	668.55	
12250436	07/21/2016	Generation Ready Inc.	01-5800	Unpaid Sales Tax	50.24-	618.31
12250437	07/21/2016	GRAINGER INC,W W	25-6200	GHS portable classrooms 16-17		103,731.49
12250438	07/21/2016	Hero K12, LLC	01-4300	Irrigation and Supplies		1,494.48
			01-5800	Generation Ready		5,000.00
			01-4300	Maintenance Supplies		1,213.60
			01-4300	PBIS SOFTWARE- HERO	756.78	
			01-4400	PBIS software- Hero	14,865.15	
			01-5800	PBIS SOFTWARE- HERO	1,750.00	
12250439	07/21/2016	Hyatt Regency	01-5850	PBIS software- Hero	11,192.50	28,564.43
			01-5200	Escape User Conference Hotel Stay E. Rodriguez		435.90
12250440	07/21/2016	JB Tire	01-4311	Tires and Caps		2,718.86
12250441	07/21/2016	JK Architects, Inc.	01-5800	Auditorium Roof Architectural Services		2,460.00
12250442	07/21/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		79.04
12250443	07/21/2016	LinkCrew Boomerang Project	01-5800	Link Crew		8,050.00
12250444	07/21/2016	LOZANO SMITH	01-5810	Lozano Smith Contract		26,087.70
12250445	07/21/2016	MCOE	01-5800	SPED Transportation		321,558.04
12250446	07/21/2016	Mission Trail Athletic/MTAL	01-5300	MTAL Annual Fees for Sports for 2016-2017		3,566.20
12250447	07/21/2016	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		17,545.98
12250448	07/21/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		42.90
12250449	07/21/2016	PowerFlor USA Inc	01-4300	Raised Flooring Parts for Computer Lab at KCHS		110.98
12250450	07/21/2016	RG Fabrication, Inc	01-4300	Open PO		1,098.27
12250451	07/21/2016	TBH Technology, LLC	01-5800	License & service agreement	3,750.00	

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

ESCAPE ONLINE

Page 5 of 7



## Checks Dated 07/01/2016 through 07/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12250451	07/21/2016	TBH Technology, LLC	01-5800	License Insights to behavior workshops-	300.00	4,050.00
12250452	07/21/2016	Teter, LLP	01-5800	-sped		
12250453	07/21/2016	TORO PETROLEUM CORP	01-4310	GHS Relocatable Classrooms Project		11,318.46
				Diesel, Unleaded, & Vehicle Oils	517.50	
12250454	07/21/2016	Troxell Communications, Inc.	01-5620	Fuel PO Ag program	93.28	610.78
12250455	07/21/2016	Two Team Construction, Inc	01-5620	AV Screen Repair at Student Union GHS		1,425.21
12250456	07/21/2016	WILCO SUPPLY	01-4300	Facilities Repairs		1,415.35
12250457	07/21/2016	Work Well	01-5800	Door Keys and Hardware		925.60
12250458	07/21/2016	Adriana Veysey	01-5800	Tb Test and Physicals		120.00
12250459	07/21/2016	Adriana Veysey	01-5800	Parent driving student to speech therapy		500.00
12250460	07/21/2016	Anthony Andrade	01-5800	Parent driving student to speech therapy		342.40
12250461	07/21/2016	Anthony Andrade	01-8699	Al Scheid Writing Contest		250.00
12250462	07/21/2016	JAVIER NICOLAS MEDINA	01-8699	Al Scheid Writing Contest		500.00
12251724	07/28/2016	AMERICAN SUPPLY COMPANY	01-4200	WAYNE BOWMAN SCHOLARSHIP		50.00
12251725	07/28/2016	AT&T	01-4300	Custodial Supplies		208.25
12251726	07/28/2016	Atascadero Heritage Cabinets	01-5910	Phone line GHS Maintenance		38.25
12251727	07/28/2016	CA Valued Trust	01-4400	Computer Lab Furnishings		29,700.00
12251728	07/28/2016	CA Water Service Company	01-9513	Health insurance		73,655.75
12251729	07/28/2016	CCAC/membership	01-5530	Water Fees		767.12
12251730	07/28/2016	Creative Notebook Solutions	01-5200	Credential counselors conference		304.00
12251731	07/28/2016	DELL MARKETING LP	01-4200	PLTW		114.00
12251732	07/28/2016	Div of the State Architect	01-4400	Computer Upgrades		70,587.36
12251733	07/28/2016	Edges Electrical Group, LLC	01-5800	Plan/Field Review Fee		1,388.00
12251734	07/28/2016	Fagen Friedman & Fulfro	01-4300	Repair Parts and Supplies		211.63
			01-5800	Communication services -legal services	752.50	
12251735	07/28/2016	GRAINGER INC,W W	01-5800	legal services	2,189.00	2,941.50
12251736	07/28/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	OPEN PO FOR SUPPLIES		455.30
12251737	07/28/2016	iPad Gratis LLC	01-4300	Ag materials		141.34
			01-5800	Supplemental Educational Services		414.00
12251738	07/28/2016	KING CITY TRUE VALUE HARDWARE	01-5800	2015-16		
12251739	07/28/2016	Mail Finance	01-4300	OPEN PO FOR SUPPLIES		7.55
12251740	07/28/2016	Mission Trail Athletic/MTAL	01-5630	Postage Machine		159.02
12251741	07/28/2016	NASCO	01-5300	Annual Sports Fees		3,510.00
12251742	07/28/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	ROP Supplies		12.00
			01-4300	Blanket Open PO for Classroom Supplies	112.74	
				Supplies for Teachers Training	46.34	
				Blanket Open PO for Office Depot-Office	524.19	

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

ESCAPE ONLINE



**Checks Dated 07/01/2016 through 07/31/2016**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12251742	07/28/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Classroom Office Supplies	176.24	
				OPEN PO FOR SUPPLIES	581.07	
				open PO supplies	109.05	
			01-5800	Parent -student packets 2016-17 KCHS	2,011.61	
				Parent -student packets 2016-17 PBHS	188.89	3,750.13
12251743	07/28/2016	PRESTWICK HOUSE INC	01-4200	English Dept Books Attached Quote 9162		318.17
12251744	07/28/2016	Professional Tutors of America	01-5800	Supplemental Educational Services		68.00
				2015-16		
12251745	07/28/2016	SCHOOL SERVICES OF CA, INC	01-5800	CBO search services		7,045.76
12251746	07/28/2016	Scudder Roofing Company	01-5620	Change Order Ventana Roofs	11,148.01	
				Roof Repairs Per ERP Grant Bid Award	106,020.00	117,168.01
12251747	07/28/2016	SOUTH COUNTY NEWSPAPERS INC	01-5800	Bid Advertising	609.00	
				Mustang newspaper	1,116.00	1,725.00
12251748	07/28/2016	Southern Computer Warehouse	01-4400	PLTW Engineering Tablets		12,044.01
12251749	07/28/2016	Sysco San Francisco	13-4300	food supplies		708.75
12251750	07/28/2016	TORO PETROLEUM CORP	01-4310	Open PO for fuel and other vehicle fluids.		68.84
12251751	07/28/2016	Marina Girard	01-8699	Scholarship		375.00
<b>Total Number of Checks</b>					<b>178</b>	<b>1,266,146.35</b>

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	171	1,154,101.99
13	Cafeteria Fund	6	6,757.66
25	Capital Facilities Fund	2	105,568.99
Total Number of Checks		178	1,266,428.64
Less Unpaid Sales Tax Liability			282.29
<b>Net (Check Amount)</b>			<b>1,266,146.35</b>

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 – June 2016

**MEETING:** August 17, 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 June 2016.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the Purchase Orders.

Fiscal Impact:

Per the 2015-2016 fiscal budget.

Submitted By:



Russell Miller  
Interim Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



## Description

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
B16-00357	GREENFIELD TRUE VAL	Supplies	009	01	Ongoing & Major	244.80
B16-00358	AMERICAN SUPPLY COM	Custodial Supplies	009	01	UNRESTRICTED R	4,513.68
B16-00359	Sysco San Francisco	Food Service	029	13	Child Nutrition	27,045.83
B16-00360	CITY OF GREENFIELD	Water, Garbage, Sewer	011	01	UNRESTRICTED R	9,557.66
B16-00361	CA Department of Ju	Fingerprinting	011	01	UNRESTRICTED R	600.00
B16-00362	Work Well	Tb Test and Physicals	029	01	UNRESTRICTED R	185.00
B16-00363	CA Water Service Co	Water Fees	011	01	UNRESTRICTED R	2,000.00
B16-00364	GRAINGER INC,W W	Maintenance Supplies	009	01	Ongoing & Major	300.00
B16-00365	AMERICAN SUPPLY COM	Custodial Supplies	009	01	UNRESTRICTED R	208.25
B16-00366	ARAMARK UNIFORM SER	Services	011	13	Child Nutrition	272.27
B17-00005	CDW-G	OPEN PO FOR TECHNOLOGY SUPPLIES	029	01	UNRESTRICTED R	7,500.00
B17-00006	CDW-G	OPEN PO FOR TECHNOLOGY CLASSROOM EQUIPMENT	029	01	UNRESTRICTED R	5,500.00
B17-00007	CDW-G	OPEN PO FOR TECHNOLOGY EQUIPMENT	029	01	UNRESTRICTED R	5,500.00
B17-00008	GRAINGER INC,W W	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	2,500.00
B17-00009	OFFICE DEPOT BUSINE	OPEN PO FOR SUPPLIES	029	01	State Lottery	4,500.00
B17-00010	MCMASTER CARR SUPPL	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	500.00
B17-00011	KING CITY TRUE VALU	OPEN PO FOR SUPPLIES	029	01	UNRESTRICTED R	500.00
B17-00012	Cyberguys / E-Filli	Supplies	029	01	UNRESTRICTED R	1,500.00
B17-00013	PAQ Inc. DBA Food 4	severe sped supplies	022	01	Special Educati	300.00
B17-00014	CA Department of Ju	Fingerprinting	011	01	UNRESTRICTED R	1,000.00
B17-00015	Work Well	Tb Test and Physicals	029	01	UNRESTRICTED R	1,500.00
B17-00016	OFFICE DEPOT BUSINE	Parent -student packets 2016-17 GHS	029	01	UNRESTRICTED R	2,400.00
B17-00017	OFFICE DEPOT BUSINE	Parent -student packets 2016-17 KCHS	029	01	UNRESTRICTED R	2,100.00
B17-00018	OFFICE DEPOT BUSINE	Parent -student packets 2016-17 PBHS	029	01	UNRESTRICTED R	188.89
B17-00019	LinkCrew Boomerang	Link Crew	023	01	Supplemental	10,330.48
B17-00020	PENINSULA SPORTS, I	Gme Fees. Please specify GHS on check.	023	01	UNRESTRICTED R	4,500.00
PO16-00744	CDW-G	Network Switches	029	01	UNRESTRICTED R	24,442.89
PO16-00745	OFFICE DEPOT BUSINE	Printer, Ink, and Paper for KCHS AG	021	01	Agricultural Vo	2,614.62
PO16-00746	PlasmaCAM, Inc	Routing Attachment	021	01	Agricultural Vo	584.72
PO16-00747	Musician's Friend,	Parts for AG Sound System	021	01	Agricultural Vo	112.41
PO16-00748	TOTAL COMPENSATION	OPEB actuarial	029	01	UNRESTRICTED R	4,200.00
PO16-00749	OFFICE DEPOT BUSINE	Food service safe for cafeteria - GHS	023	13	Child Nutrition	396.89
PO16-00750	Odysseyware, Inc	Credit Recovery Software	029	01	Supplemental	5,000.00
PO16-00752	Norcal Contractor,	Site Work for New Relocatables at GHS	009	01	UNRESTRICTED R	20,484.28
PO16-00754	Norcal Contractor,	Temporary Fence Rental for GHS New Relos Project	009	01	UNRESTRICTED R	2,194.94
PO16-00755	S Tech Consulting L	Asbestos Testing	009	01	Ongoing & Major	1,200.00

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

ESCAPE ONLINE

Page 1 of 3



## Description

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00756	DELL MARKETING LP	Perkins Equipment	029	01	Vocational Prog	10,101.43
PO16-00758	Scudder Roofing Com	Roof Repairs Per ERP Grant Bid Award	009	01	Emergency Repai	185,390.00
PO16-00759	Overhead Door Co of	Roll-up Door Repairs	009	01	Ongoing & Major	1,513.75
PO16-00760	S Tech Consulting L	Post-Abatement Asbestos Inspection	009	01	Ongoing & Major	800.00
PO16-00761	Div of the State Ar	Plan Review Fee for Mechanical HVAC Project	009	01	Ongoing & Major	1,180.00
PO16-00762	JACQUELINE L CHEONG	Contracted SPED Services	029	01	Special Educati	5,537.50
PO17-00043	Houghton Mifflin Ha	Read 180 PBHS	022	01	Supplemental	28,604.10
PO17-00044	Digital Dreams Come	Cameras- Greenfield	029	01	Supplemental	7,265.63
PO17-00045	Digital Dreams Come	Cameras- King City/Portola	029	01	Supplemental	7,698.13
PO17-00046	BARRACUDA NETWORKS	Spam and Virus Firewall	029	01	UNRESTRICTED R	3,298.00
PO17-00047	AMERICAN SUPPLY COM	Floor Mats	009	01	UNRESTRICTED R	3,027.50
PO17-00048	SchoolMessenger	SchoolMessenger	029	01	UNRESTRICTED R	3,481.00
PO17-00049	Project Lead The Wa	Project Lead The Way 2016-17	029	01	Other Local	6,000.00
PO17-00050	MCOE	MCOE Instructional Coaching	029	01	NCLB Title II,	1,000.00
PO17-00051	MCOE	Surface & Deep Level Teaching (Visible Learning)	029	01	NCLB Title II,	250.00
PO17-00052	Progress Adviser, I	Annual Contract 2016-17	029	01	UNRESTRICTED R	1,900.00
PO17-00053	Hyatt Regency	Escape User Conference Hotel Stay E. Rodriguez	029	01	UNRESTRICTED R	435.90
PO17-00054	Darrel Varni Electr	GHS New Relocatables Electrical and Low Voltage	009	01	UNRESTRICTED R	60,184.00
PO17-00055	SHI International C	Adobe Licensing	029	01	UNRESTRICTED R	2,886.40
PO17-00056	Aeries Software Inc	SIS Renewal	029	01	State Lottery	6,652.04
PO17-00057	DELL MARKETING LP	PLTW Laptops	029	01	Special Educati	4,377.10
PO17-00058	CDW-G	Printer	029	01	Special Educati	330.74
PO17-00059	DELL MARKETING LP	Computer Upgrades	029	01	UNRESTRICTED R	126,011.92
PO17-00060	Southern Computer W	Projector Replacements	029	01	UNRESTRICTED R	9,966.62
PO17-00061	Escape Technology I	Beyond Escape Conf Reg. for E. Rodriguez	029	01	UNRESTRICTED R	700.00
PO17-00063	Career Solutions, I	sped materials	022	01	Special Educati	2,780.00
PO17-00064	Hero K12, LLC	PBIS software- Hero	029	01	Supplemental	14,722.83
PO17-00065	Hero K12, LLC	PBIS SOFTWARE- HERO	029	01	Supplemental	16,363.20
PO17-00066	n2y	sped material--severe	022	01	Special Educati	1,454.00
PO17-00067	DELL MARKETING LP	Library portable Laptops	029	01	UNRESTRICTED R	48,319.74
PO17-00068	DecoTech Systems, I	Wireless Access Points	029	01	UNRESTRICTED R	8,485.70
PO17-00069	CUE INC	Professional Development	029	01	UNRESTRICTED R	5,500.00
PO17-00070	DELL MARKETING LP	Laptop Charging Carts	029	01	UNRESTRICTED R	5,688.88
PO17-00071	Doubletree by Hillo	MVP Training Hotel Stay for M. Cisneros	029	01	NCLB Title II,	799.25
PO17-00072	Mathematics Vision	MVP Summer 2016 Reg. for M. Cisneros	029	01	NCLB Title II,	1,140.00
PO17-00073	Marisol Cisneros	Reimb. for M. Cisneros MVP Summer 2016	029	01	NCLB Title II,	1,004.10

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

ESCAPE ONLINE

Page 2 of 3



## Description

Includes Purchase Orders dated 06/01/2016 - 06/30/2016

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO17-00074	MCOE	MVP Trainings Reg. for N. Barron & C. Burton	029	01	NCLB Title II,	975.00
PO17-00075	MCOE	IC Found. Reg. for Munoz, Radcliff, Mendez	029	01	Educator Effect	3,000.00
PO17-00076	Laurie Mendez	Reimb. for Mendez RCOE/CTI Program Manager Summit	029	01	NCLB Title II,	532.62
PO17-00077	Tobias Lopez	PLTW Comp. Science Training Reg. T. Lopez	029	01	Supplemental	600.56
PO17-00078	Sheraton San Diego	Hotel Stay for A. Russ AP by the Sea	029	01	NCLB Title II,	672.82
PO17-00079	CASEY PRINTING, INC	Math Modules 2016-17	029	01	UNRESTRICTED R	18,860.00
PO17-00080	APEX Learning	apex learning	022	01	Supplemental	13,360.00
PO17-00081	National Business F	Office Furniture	023	01	State Lottery	4,240.71
PO17-00082	Abacheril Fence CO	Fencing for New GHS Relos	009	01	UNRESTRICTED R	7,947.19
PO17-00083	Norcal Contractor,	Header Board for Asphalt at New GHS Relocatables	009	01	UNRESTRICTED R	1,594.69
PO17-00084	Knox Company	Knox Boxes for KCHS Admin and Aud; D.O., and MOTF	009	01	Ongoing & Major	1,382.10
PO17-00085	Gaylord National Re	Hotel Stay for M. Cisneros Visible Learning Conf	029	01	Educator Effect	846.06
PO17-00086	Corwin Press	Visible Learning Conf. Reg. M. Cisneros	029	01	NCLB Title II,	349.00
PO17-00087	ACSA'S Foundation F	ACSA Personnel Academy S. James	029	01	State Lottery	1,275.00
PO17-00088	PTM Document System	Report Cards	011	01	State Lottery	1,848.51
PO17-00089	CAROLINA BIOLOGICAL	Classroom supplies	023	01	State Lottery	6,974.67
PO17-00090	Riddell All America	Athletics supplies	023	01	UNRESTRICTED R	873.95
PO17-00091	CIF-State Federatio	State CIF Dues. Please Specify GHS on check.	023	01	UNRESTRICTED R	713.32
PO17-00092	Central Coast Secti	CCS Dues See Attached	023	01	UNRESTRICTED R	2,730.00
PO17-00093	PowerFlor USA Inc	Raised Flooring Parts for Computer Lab at KCHS	009	01	Ongoing & Major	110.98
PO17-00094	Peninsula Business	Office Furniture for PBHS Administration	009	01	Ongoing & Major	10,613.91
					<b>Total</b>	<b>820,828.16</b>

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

ESCAPE ONLINE

Page 3 of 3

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

**SUBJECT:** Approval of Purchase Orders – July 2016

**MEETING:** August 17, 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:

Attached is the listing of the Purchase Orders issued in July 2016.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the Purchase Orders.

Fiscal Impact:

Per the 2016-2017 fiscal budget.

Submitted By:



\_\_\_\_\_  
Russell Miller  
Interim Chief Business Official

Approved:



\_\_\_\_\_  
Daniel R. Moirao, Ed.D.  
Superintendent



## Description

Includes Purchase Orders dated 07/01/2016 - 07/31/2016

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
B17-00021	OFFICE DEPOT BUSINE	DO office supplies	029	01	UNRESTRICTED R	5,000.00
B17-00022	UNITED PARCEL SERVI	UPS Services	011	01	UNRESTRICTED R	2,000.00
B17-00023	MONTEREY BAY UNIFIE	Fuel Tank Permits	009	01	UNRESTRICTED R	750.00
B17-00026	TRI-COUNTY FIRE PRT	Fire Extinguisher Service	009	01	UNRESTRICTED R	1,800.00
B17-00027	CENTRAL COAST SYSTM	Alarm System Repairs	009	01	Ongoing & Major	1,500.00
B17-00028	ALLSAFE ALARM INC	Alarm System Monitoring	009	01	UNRESTRICTED R	360.00
B17-00029	SV Solid Waste Auth	Universal Waste Recycling	009	01	UNRESTRICTED R	500.00
B17-00030	JB Tire	Tires and Caps	009	01	UNRESTRICTED R	3,000.00
B17-00031	Johnson Electronics	Quarterly Monitoring Services	009	01	UNRESTRICTED R	1,200.00
B17-00033	Mission Trail Athle	Open PO for Mileage	023	01	UNRESTRICTED R	3,850.00
B17-00034	OFFICE DEPOT BUSINE	Office Supplies	009	01	UNRESTRICTED R	500.00
B17-00035	Pacific Coast Batte	Batteries for Fleet	009	01	UNRESTRICTED R	1,000.00
B17-00036	BUS WEST	Parts for buses	009	01	UNRESTRICTED R	3,000.00
B17-00037	O'Reilly Automotive	Parts for Buses	009	01	UNRESTRICTED R	1,000.00
B17-00038	PACIFIC TRUCK PARTS	Parts for Buses	009	01	UNRESTRICTED R	1,000.00
B17-00039	PARTS & SERVICE CEN	Parts for Fleet	009	01	UNRESTRICTED R	1,000.00
B17-00040	PASO ROBLES TRUCK C	Parts for Buses	009	01	UNRESTRICTED R	1,000.00
B17-00041	KING CITY INDUSTRIA	Parts for Fleet	009	01	UNRESTRICTED R	1,000.00
B17-00042	C & N Tractors	Parts for Fleet	009	01	UNRESTRICTED R	1,000.00
B17-00043	CONATSER WELDING IN	Parts for Fleet	009	01	UNRESTRICTED R	250.00
B17-00044	KING CITY TRUE VALU	Parts for Fleet	009	01	UNRESTRICTED R	1,000.00
B17-00045	TORO PETROLEUM CORF	Diesel, Unleaded, & Vehicle Oils	009	01	UNRESTRICTED R	80,000.00
B17-00046	Antonio Hermosillo	Window Repairs	009	01	UNRESTRICTED R	1,000.00
B17-00047	Commercial Truck CO	Repairs/Parts	009	01	UNRESTRICTED R	1,000.00
B17-00048	ARAMARK UNIFORM SER	Shop Towels and Mechanic's Coveralls	009	01	UNRESTRICTED R	2,000.00
B17-00049	Cleantech Env. Inc.	Haz Mat P/U	009	01	UNRESTRICTED R	1,500.00
B17-00050	CENTRAL DRUG SYSTEM	Yearly Service-Random Drug Testing for Bus Drivers	009	01	UNRESTRICTED R	1,500.00
B17-00052	Krehbiel Automotive	Smog Check Inspections	009	01	UNRESTRICTED R	1,000.00
B17-00053	DEPARTMENT OF TOXIC	Haz Waste Manifest Fee	009	01	UNRESTRICTED R	250.00
B17-00054	A & G PUMPING, INC	Portable Restrooms Rental	009	01	UNRESTRICTED R	5,000.00
B17-00055	ARAMARK UNIFORM SER	Staff Uniforms	009	01	UNRESTRICTED R	4,000.00
B17-00056	AMERICAN SUPPLY COM	School Year Cleaning Supplies	009	01	UNRESTRICTED R	4,000.00
B17-00057	AMERICAN SUPPLY COM	Cleaning Supplies	009	01	UNRESTRICTED R	1,500.00
B17-00058	EWING IRRIGATION PR	Irrigation and Supplies	009	01	UNRESTRICTED R	2,000.00
B17-00059	KING CITY INDUSTRIA	Parts and Supplies	009	01	UNRESTRICTED R	1,000.00
B17-00060	Hydro Turf, Inc	Landscaping Supplies	009	01	UNRESTRICTED R	1,000.00
B17-00061	LA Hearne Company	Landscaping Materials	009	01	UNRESTRICTED R	2,000.00
B17-00062	BENSON PLUMBING INC	Plumbing Repairs	009	01	Ongoing & Major	5,000.00
B17-00063	KING CITY GLASS	Window Repairs	009	01	Ongoing & Major	3,000.00
B17-00064	UMSTEAD ELECTRIC (D	Electrical Repairs	009	01	Ongoing & Major	3,000.00

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

ESCAPE ONLINE

Page 1 of 6



## Description

Includes Purchase Orders dated 07/01/2016 - 07/31/2016							
PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt	
B17-00065	RG Fabrication, Inc	Metal Working Repairs	009	01	Ongoing & Major	3,000.00	
B17-00066	Fields Roofing	Roof Repairs	009	01	Ongoing & Major	1,000.00	
B17-00067	Scofield Graphics	Signage Repairs	009	01	Ongoing & Major	1,500.00	
B17-00068	Andrews Blueprint,	Blueprint Digitization	009	01	Ongoing & Major	500.00	
B17-00069	Budget Blinds	Window Blinds Repairs/Replacement	009	01	Ongoing & Major	5,000.00	
B17-00070	Fastenal Company	Maintenance Supplies	009	01	Ongoing & Major	2,000.00	
B17-00071	GRAINGER INC,W W	Maintenance Supplies	009	01	Ongoing & Major	2,000.00	
B17-00072	KING CITY TRUE VALU	Maintenance Supplies	009	01	Ongoing & Major	2,000.00	
B17-00073	GREENFIELD TRUE VAL	Maintenance Supplies	009	01	Ongoing & Major	2,000.00	
B17-00074	HOME DEPOT/GECF	Maintenance Supplies	009	01	Ongoing & Major	2,000.00	
B17-00075	HOME DEPOT/GECF	Maintenance Supplies	009	01	Ongoing & Major	2,000.00	
B17-00076	WILCO SUPPLY	Door Keys and Hardware	009	01	Ongoing & Major	5,500.00	
B17-00077	MCKINLEY EQUIPMENT	Wheel Chair Lift Quarterly Servicing	009	01	Ongoing & Major	2,000.00	
B17-00078	TRI-COUNTY FIRE PRT	Hood System Service	009	01	Ongoing & Major	1,500.00	
B17-00079	ABBOTT PLUMBING	Backflow Prevention Testing	009	01	Ongoing & Major	600.00	
B17-00080	Associated Services	HVAC Repairs KCHS	009	01	Ongoing & Major	5,000.00	
B17-00081	Two Team Constructi	Facilities Repairs	009	01	Ongoing & Major	2,000.00	
B17-00082	Quinn Company	Supplies for Fleet	009	01	UNRESTRICTED R	1,000.00	
B17-00083	Kelly Moore Paint C	Paint and Sundries	009	01	Ongoing & Major	2,000.00	
B17-00084	Sandra A. Madrid	Aeries Consultant	029	01	State Lottery	3,000.00	
B17-00085	Casner Exterminatin	Termite Abatement at KCHS	009	01	Ongoing & Major	5,500.00	
B17-00086	GREENFIELD TRUE VAL	Operations Supplies	009	01	UNRESTRICTED R	500.00	
B17-00087	CITY OF GREENFIELD	Water, Garbage, Sewer	011	01	UNRESTRICTED R	43,000.00	
B17-00088	CA Water Service Co	Water Fees	011	01	UNRESTRICTED R	12,000.00	
B17-00089	Foster Farms Dairy	Dairy / Cafeteria	011	13	Child Nutrition	10,000.00	
B17-00090	PACIFIC GAS AND ELE	PGE	011	01	UNRESTRICTED R	254,200.00	
B17-00091	Shred-It San Franci	Shredding Fees	011	01	UNRESTRICTED R	1,500.00	
B17-00092	CARMEL MARINA CORPO	KCHS Water & Garbage	011	01	UNRESTRICTED R	26,000.00	
B17-00093	PURE WATER	Drinking Water	011	01	UNRESTRICTED R	2,250.00	
B17-00094	EWING IRRIGATION PR	Irrigation and Supplies	009	01	UNRESTRICTED R	2,500.00	
B17-00095	Chris Houston	Reimbursement- ACSA ACADEMY	029	01	Supplemental	1,355.38	
B17-00096	CA Janitorial Suppl	Cleaning Supplies KCHS	009	01	UNRESTRICTED R	1,000.00	
B17-00097	KING CITY TRUE VALU	Operations Supplies	009	01	UNRESTRICTED R	500.00	
B17-00098	CASEY PRINTING, INC	Business cards for New Board Members	029	01	UNRESTRICTED R	250.00	
B17-00099	SAFEWAY INC	Open PO for Foods and Products	011	01	UNRESTRICTED R	500.00	
B17-00100	Claudia Arellano	Conference reimbursement	029	01	UNRESTRICTED R	998.00	
B17-00101	Deluxe for Business	ASB CHECKS	029	01	UNRESTRICTED R	234.25	
B17-00102	PAQ Inc. DBA Food 4	supplies for severe sped--J. Byrd	022	01	Special Educati	300.00	
B17-00103	OFFICE DEPOT BUSINE	supplies sped --office	022	01	Special Educati	1,000.00	
B17-00104	Anderson's It's Ele	years of service pin	029	01	UNRESTRICTED R	242.00	

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

ESCAPE ONLINE

Page 2 of 6



## Description

Includes Purchase Orders dated 07/01/2016 - 07/31/2016

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
B17-00105	PARTS & SERVICE CEN	Parts & Supplies: Vehicle & Equipment Maintenance	009	01	Ongoing & Major	1,000.00
B17-00106	GRAINGER INC,W W	Maintenance Supplies KCHS	009	01	Ongoing & Major	1,000.00
B17-00107	Associated Services	HVAC Repairs GHS	009	01	Ongoing & Major	2,750.00
B17-00108	SAFEWAY INC	Supplies for meetings	009	01	UNRESTRICTED R	500.00
B17-00109	MANDEGO APPAREL	Link Crew shirts	029	01	IASA-Title I Ba	2,139.35
B17-00110	SAFEWAY INC	Link Crew supplies	029	01	IASA-Title I Ba	500.00
B17-00111	SAFEWAY INC	Link Crew Supplies	029	01	IASA-Title I Ba	519.87
B17-00112	TRI-COUNTY FIRE PRT	Svs. for Fire Extinguishers for busses	009	01	UNRESTRICTED R	750.00
B17-00113	San Lorenzo Lumber	Lumber and supplies for repairs GHS	009	01	Ongoing & Major	1,100.00
B17-00114	AT&T	Phone line GHS Maintenance	029	01	UNRESTRICTED R	500.00
B17-00115	AMERICAN SUPPLY COM	Cleaning Supplies	009	01	UNRESTRICTED R	2,500.00
B17-00116	OFFICE DEPOT BUSINE	Blanket Open PO for OD-Office	021	01	State Lottery	2,200.00
B17-00117	OFFICE DEPOT BUSINE	Blanket Open PO For Office Depot-Classroom	021	01	State Lottery	2,200.00
B17-00118	SAFEWAY INC	Blanket Open PO For Safeway-Link Crew	021	01	IASA-Title I Ba	600.00
B17-00119	SAFEWAY INC	Blanket Open PO for Safeway-ADCO	021	01	State Lottery	250.00
B17-00120	Mail Finance	Postage Machine	011	01	UNRESTRICTED R	6,000.00
B17-00121	Monterey County Hea	county Fees	029	13	Child Nutrition	2,630.00
B17-00122	A T & T	fiber optic lines	029	01	UNRESTRICTED R	9,500.00
B17-00123	PAQ Inc. DBA Food 4	supplies sped severe-T.Torres	022	01	Special Educati	300.00
B17-00124	SAFEWAY INC	meeting supplies for sped	022	01	Special Educati	300.00
B17-00125	A T & T CALNET 2	CALNET	011	01	UNRESTRICTED R	13,000.00
B17-00126	Culligan Water Cond	Water Conditioning	011	13	Child Nutrition	1,000.00
B17-00127	SAFEWAY INC	Teacher and Admin Training Supplies	029	01	NCLB Title II,	500.00
PO17-00062	James Stanfield Com	sped materia	022	01	Special Educati	4,325.24
PO17-00096	Scudder Roofing Com	Change Order Aud Roof: Remove Additional Material	009	01	Emergency Repai	20,781.89
PO17-00097	EpiNow Allergy Emer	Allergy kit	029	01	State Lottery	1,311.08
PO17-00098	Mission Trail Athle	MTAL Annual Fees for Sports for 2016-2017	023	01	UNRESTRICTED R	3,566.20
PO17-00099	NEOPOST USA (produ	Ink and tapes for postage meter	023	01	State Lottery	415.80
PO17-00100	Cannon Sports, Inc	Phys. Ed Equipment	023	01	State Lottery	1,531.02
PO17-00101	Rainbow Printing In	Grade Cards for Phys. Ed. Classes	023	01	State Lottery	473.06
PO17-00102	Gopher Sport, dba	Equipment for Phys. Ed. Classes	023	01	State Lottery	293.64
PO17-00103	Pearson Learning Gr	sped materials	022	01	UNRESTRICTED R	2,671.00
PO17-00104	PCI Education	sped material	022	01	Special Educati	448.76
PO17-00105	Cengage Learning	Ag Chemistry Textbooks	023	01	Lottery: Instr	18,343.80
PO17-00106	Codework, Inc	Netop Renewal	029	01	UNRESTRICTED R	2,739.10
PO17-00107	Cambridge Universit	Adult ed Material	022	11	Adult Ed Block	4,561.99
PO17-00108	ACSA'S Foundation F	D. Jimenez Superintendents Academy	029	01	NCLB Title II,	1,255.00

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

ESCAPE ONLINE

Page 3 of 6



## Description

Includes Purchase Orders dated 07/01/2016 - 07/31/2016

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO17-00109	Cengage Learning	Environmental Science ClassTextbooks	023	01	Lottery: Instr	13,643.21
PO17-00110	Vista Higher Learni	Textbooks for Spanish Classes	023	01	Lottery: Instr	16,323.38
PO17-00111	eSpecial Needs LLC,	SuperTalker Progressive Communicator	022	01	Special Educati	458.27
PO17-00112	Cengage Learning	Textbooks for Statistics Class	023	01	Lottery: Instr	15,819.75
PO17-00113	APPLE COMPUTER	sped ed for severe I-pad	022	01	Special Educati	662.38
PO17-00114	SCHOLASTIC INC	Read 180 Instructional Materials	023	01	IASA-Title I Ba	1,186.02
PO17-00115	SyTech Solutions	DOCUMENT SCANNING	029	01	UNRESTRICTED R	50,000.00
PO17-00116	USA Shade & Fabric	Lunch Shelter for PBHS	009	01	Ongoing & Major	31,119.39
PO17-00117	Wheeler's Flooring	Flooring Repair at GHS	009	01	Ongoing & Major	3,130.31
PO17-00118	DELL MARKETING LP	Backup Solution	029	01	UNRESTRICTED R	6,093.76
PO17-00119	HOLT MCDUGAL	French Workbooks.	023	01	State Lottery	2,867.70
PO17-00120	Pearson Assessment	sped testing material for psychologist	022	01	Special Educati	3,468.92
PO17-00121	Microsoft Corporati	Microsoft Srvc Pro3	021	01	UNRESTRICTED R	9,733.15
PO17-00122	DELL MARKETING LP	PLTW Charging Carts	029	01	Supplemental	6,947.98
PO17-00123	Property Restoratio	Mechanical Upgrades and Structural Repairs	009	01	Emergency Repai	290,852.10
PO17-00124	Scudder Roofing Com	Change Order #2 KCHS Aud Roof	009	01	Emergency Repai	4,735.88
PO17-00125	Scudder Roofing Com	Change Order Auditorium Roof Drains	009	01	Emergency Repai	5,923.73
PO17-00126	Electronix Express	PLTW Materials CSP GHS	029	01	Supplemental	176.01
PO17-00127	Alibris	PLTW Materials CSP GHS	029	01	Supplemental	649.90
PO17-00128	OFFICE DEPOT BUSINE	PLTW Materials CSP GHS	029	01	Supplemental	50.93
PO17-00129	Project Lead The Wa	PLTW Materials CSP GHS	029	01	Supplemental	200.81
PO17-00130	Creative Notebook S	PLTW Materials CSP GHS	029	01	Supplemental	324.84
PO17-00131	Electronix Express	PLTW Materials Principals of Engineering GHS	029	01	Supplemental	1,446.80
PO17-00132	MCMaster CARR SUPPL	PLTW Materials: Principals of Engineering GHS	029	01	Supplemental	46.17
PO17-00133	HOME DEPOT/GECF	PLTW Materials: Principles of Engineering GHS	029	01	Supplemental	137.45
PO17-00134	NASCO	PLTW Materials: Principals of Engineering GHS	029	01	Supplemental	27.88
PO17-00135	American Acrylics U	PLTW Materials Principals of Engineering GHS	029	01	Supplemental	130.41
PO17-00136	OFFICE DEPOT BUSINE	PLTW: Introduction to Engineering Design GHS	029	01	Supplemental	41.78
PO17-00137	DBA Woodcrafter.com	PLTW: Introduction to Engineering Design GHS	029	01	Supplemental	84.11
PO17-00138	OFFICE DEPOT BUSINE	PLTW Engineering Core Class and Lab GHS	029	01	Supplemental	331.52
PO17-00139	Electronix Express	PLTW Engineering Core Class and Lab GHS	029	01	Supplemental	206.72
PO17-00140	Creative Notebook S	PLTW Engineering Core Class and Lab GHS	029	01	Supplemental	422.30

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

ESCAPE ONLINE

Page 4 of 6



## Description

Includes Purchase Orders dated 07/01/2016 - 07/31/2016

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO17-00141	DBA Woodcrafter.com	PLTW Inroduction to Engineering Design KCHS	029	01	Supplemental	84.11
PO17-00142	OFFICE DEPOT BUSINE	PLTW Materials KCHS	029	01	Supplemental	91.90
PO17-00143	Electronix Express	PLTW Engineering Core Class and Lab KCHS	029	01	Supplemental	529.20
PO17-00144	HOME DEPOT/GECF	PLTW Principals of Engineering KCHS	029	01	Supplemental	457.38
PO17-00145	Electronix Express	PLTW Principles of Engineering KCHS	029	01	Supplemental	225.03
PO17-00146	NASCO	PLTW Principles of Engineering KCHS	029	01	Supplemental	27.88
PO17-00147	Sid Tool Co	PLTW Materials GHS	029	01	Supplemental	332.21
PO17-00148	BSN Sports / US Com	PLTW Materials GHS	029	01	Supplemental	256.13
PO17-00149	CDW-G	PLTW Materials- WebCam GHS/KCHS	029	01	Supplemental	160.85
PO17-00150	Project Lead The Wa	PLTW Materials GHS	029	01	Supplemental	7,345.01
PO17-00151	Project Lead The Wa	PLTW Materials KCHS	029	01	Supplemental	7,604.89
PO17-00152	CASEY PRINTING, INC	Request for Live scan form	029	01	UNRESTRICTED R	393.21
PO17-00153	SCHOOL SERVICES OF	School Finance Training	029	01	UNRESTRICTED R	215.00
PO17-00154	Legacy Roofing & Wa	Reroof of Buildings F and M at KCHS	009	01	Emergency Repai	390,036.07
PO17-00155	Div of the State Ar	Plan/Field Review Fee for PBHS Lunch Shelter	009	01	Ongoing & Major	1,080.00
PO17-00156	CSBA	Board training	029	01	UNRESTRICTED R	996.00
PO17-00157	Div of the State Ar	Plan/Field Review Fee	009	01	Ongoing & Major	1,388.00
PO17-00158	AMERICAN SUPPLY COM	Shelves for GHS Kitchen	009	13	Child Nutrition	1,172.57
PO17-00159	CCAC/membership	Credential counselors conference	029	01	UNRESTRICTED R	304.00
PO17-00160	ACSA'S Foundation F	Credential counselors conference	029	01	UNRESTRICTED R	425.00
PO17-00161	VOX Network Solutio	New IP Phone System- Balance	029	01	UNRESTRICTED R	95,539.00
PO17-00162	VOX Network Solutio	Phone System UPS'	029	01	UNRESTRICTED R	6,019.67
PO17-00163	PTM Document System	Report Card Printer/Sorter	029	01	UNRESTRICTED R	5,607.22
PO17-00164	Southern Computer W	PLTW TABLET SUPPLIES	029	01	Supplemental	5,510.39
PO17-00165	Pluralsight, LLC	ONLINE COURSEWARE	029	01	UNRESTRICTED R	1,796.40
PO17-00166	Brown Industries, I	Years of service pins	029	01	UNRESTRICTED R	189.70
PO17-00167	Central Coast Secti	CCS Admin, Fall, Winter, Spring Fees	021	01	UNRESTRICTED R	2,835.00
PO17-00168	Stoelting	severe sped materials	022	01	Special Educati	454.78
PO17-00169	Adept Electrical Se	Electrical Repairs in Computer Labs at KCHS	009	01	Ongoing & Major	31,398.20
PO17-00170	Scudder Roofing Com	Change Order Ventana Roofs	009	01	Ongoing & Major	13,168.59
PO17-00171	S Tech Consulting L	Asbestos Clearance Inspections KCHS	009	01	Ongoing & Major	1,730.00
PO17-00172	DFE & Associates,	Project Inspector: GHS New Portables	009	01	Ongoing & Major	6,000.00
PO17-00173	Acme Awning Co, dba	Cafeteria Awning Repairs KCHS	009	01	Ongoing & Major	2,277.11
PO17-00174	JK Architects, Inc.	Architectural Services Fence KCHS	009	01	Ongoing & Major	5,768.00
PO17-00175	JK Architects, Inc.	Architectural Services Lunch Shelter KCHS	009	25	UNRESTRICTED R	6,360.00
PO17-00176	Teter, LLP	Architectural Services Ventana Reroof	009	01	Ongoing & Major	2,507.40

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

ESCAPE **ONLINE**

Page 5 of 6



## Description

Includes Purchase Orders dated 07/01/2016 - 07/31/2016

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO17-00177	Teter, LLP	Architectural Service DSA Closeout Assistance KCHS	009	01	Ongoing & Major	4,522.13
PO17-00178	Teter, LLP	Architectural Services GHS New Portables	009	01	Ongoing & Major	7,235.54
PO17-00179	Mission Trail Athle	Annual Sports Fees	021	01	UNRESTRICTED R	3,510.00
PO17-00180	Daktronics, Inc	Baseball Scoreboard Retrofit	021	01	UNRESTRICTED R	4,634.04
PO17-00181	Coastal Enterprises	PE Clothes	021	01	UNRESTRICTED R	5,527.35
PO17-00182	Rainbow Printing In	800 PE Cards	021	01	UNRESTRICTED R	515.03
PO17-00183	Gopher Sport, dba	PE Items	021	01	State Lottery	772.25
PO17-00184	Vista Higher Learni	Spanish Workbooks. See attached quote.	023	01	IASA-Title I Ba	12,324.00
PO17-00185	EL Achieve	Instructional Materials for Inst. Coach.	023	01	Title III Limit	2,808.45
PO17-00186	McGraw-Hill Educati	Text Book	021	01	Lottery: Instr	877.08
PO17-00187	JK Architects, Inc.	Architectural Services Aud Reroof	009	01	Emergency Repai	19,680.00
PO17-00188	Teter, LLP	Architectural Services ERP	009	01	Emergency Repai	84,834.87
PO17-00189	Riddell All America	FB Helmets & Shoulder Pads	021	01	UNRESTRICTED R	1,576.11
PO17-00190	SCHOLASTIC INC	Science World Sub	021	01	State Lottery	448.40
PO17-00191	DICK BLICK COMPANY	Art Supplies	021	01	State Lottery	6,330.44
PO17-00192	FLINN SCIENTIFIC IN	Science Supplies	021	01	State Lottery	830.69
PO17-00193	NASCO	Life Science Carbonless Notebooks	021	01	State Lottery	44.30
PO17-00194	AMERICAN SUPPLY COM	Floor Finish for GHS & KCHS	009	01	UNRESTRICTED R	4,363.93
PO17-00195	OFFICE DEPOT BUSINE	Composition Notebooks	021	01	State Lottery	2,105.64
PO17-00196	Hayden-McNeil, LLC	Life Science Notebooks	021	01	State Lottery	611.89
PO17-00197	Cengage Learning	Statistics Text Books	021	01	Lottery: Instr	8,497.32
PO17-00198	Houghton Mifflin Ha	Read 180 Consumables	021	01	IASA-Title I Ba	2,051.95
PO17-00199	Heather's Behavior	Contracted Behavior Support services	029	01	IASA-Title I Ba	13,000.00
PO17-00200	C/O National Book C	Novels	021	01	State Lottery	334.76
PO17-00201	Cengage Learning	AP Envir Books	021	01	Lottery: Instr	5,814.11
PO17-00202	OFFICE DEPOT BUSINE	Copy Paper for classrooms	021	01	State Lottery	2,723.89
PO17-00203	OFFICE DEPOT BUSINE	Classroom Supplies	021	01	State Lottery	7,727.54
PO17-00205	Overhead Door Co of	Overhead Door Repairs	009	01	Ongoing & Major	2,125.07
PO17-00206	Gavilan Pest Contro	Weed Abatement	009	01	Ongoing & Major	1,100.00
PO17-00207	KING CITY GLASS	Door Replacement for Drama Building KCHS	009	01	Ongoing & Major	2,945.00
PO17-00208	The Tree Man (DBA)	Tree Trimming KCHS	009	01	UNRESTRICTED R	5,514.38
PO17-00209	Industrial Safety L	Supplies	029	01	UNRESTRICTED R	38.18
PO17-00210	Level Data, Inc	Student Sync	029	01	UNRESTRICTED R	2,353.45
PO17-00211	DATAFLOW BUSINESS S	copier staples	022	01	State Lottery	81.09
					<b>Total</b>	<b>1,960,734.77</b>

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

ESCAPE ONLINE

Page 6 of 6



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

**SUBJECT:** Approval of Agreement with Project Lead the Way      **MEETING:** August 17, 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:

Project Lead the Way (PLTW) is the nation's leading provider of STEM programs. PLTW provides rigorous A-G project and problem-based curriculum and high quality teacher professional development, which includes a rigorous two-week summer training program. PLTW teachers are part of a national network of educators. PLTW is the program and curriculum that will be used in 2016-17 for the Engineering Pathway.

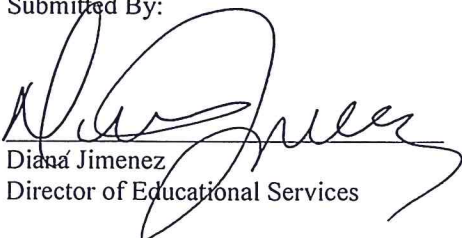
Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the contract with Project Lead the Way contract which will allow the District to use the PLTW curriculum and allow teachers to receive professional development, use resources and receive PLTW support.

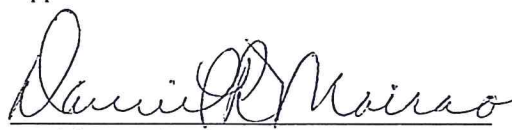
Fiscal Impact:

The cost is \$6,000 for the PLTW curriculum and support which will be covered by a grant from Chevron.

Submitted By:

  
Diana Jimenez  
Director of Educational Services

Approved:

  
Daniel R. Moirao, Ed.D.  
Superintendent



## Terms and Conditions

These terms and conditions outlined in this agreement (“**Agreement**”) are between South Monterey County Joint Union High School District, located in King City, CA (the “**Program Participant**”) and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation (“**PLTW**”).

PLTW has established a comprehensive education program (the “**Program**”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program



Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. Current participation fees are set forth in the Participation Form. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW,



the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment (“EOC Assessments”) provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as “data”). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student’s estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant’s control.



12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;



- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and
- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as “materials”). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW “atom” logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program’s distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW’s marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW’s trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such



entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney’s fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney’s fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant’s rights or delegate any of the Program Participant’s obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:

South Monterey County Joint Union High School District  
800 Broadway St

King City CA 93930

If to PLTW:

Project Lead The Way, Inc.  
Attn: Program Agreements  
3939 Priority Way South Drive, Suite 400  
Indianapolis, IN 46240  
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.



23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

South Monterey County Joint Union High School District

Date: 6/30/2016

DocuSigned by:  
*Daniel Moirao*  
By: \_\_\_\_\_  
60BEE4089EE645A...  
Program Participant Superintendent or  
Program Participant Board  
President/Chairperson, or its legally  
authorized designee

Name: Daniel Moirao

Title: State Administrator

**Project Lead The Way, Inc.**

Date: 6/30/2016

DocuSigned by:  
*Jonathan Dilley*  
By: \_\_\_\_\_  
479BF5DAE492445...  
Jonathan Dilley  
Senior Vice President and Chief of Staff

# PLTW Participation Form

This Participation Form is Program Participant's commitment to purchase the PLTW Programs listed below and is effective on the date this Participation Form is signed by the last party to sign it (as indicated by the date associated with that party's signature). Capitalized terms not defined on this Participation Form shall have the meaning set forth in the PLTW Terms and Conditions.

Program Participant: South Monterey County Joint Union High School District

Address: 800 Broadway St King City CA 93930

Phone: (831) 385-0606

Email: dmoirao@smcjuhsd.org

Program Coordinator (Name, Email): Diana Jimenez

djimenez@smcjuhsd.org

Program Coordinator (Name, Email):

Billing Address (if different than above):

**PLTW Programs:**

Program	Price	Quantity	Total
PLTW Launch	\$750.00		
PLTW Gateway	\$750.00		
PLTW Biomedical Science	\$2,000.00		
PLTW Computer Science	\$2,000.00		
PLTW Engineering	\$3,000.00	2	\$6,000.00
All PLTW High School Programs – One Site	\$5,000.00		
		<b>TOTAL (USD)</b>	<b>\$6,000.00</b>
<b>Program Starting Year:</b>	<b>2016-2017</b>		

This Participation Form and the attached PLTW Terms and Conditions constitute the entire understanding between the parties during the Term of this Agreement. Changes to this Participation Form must be agreed upon by both parties through the execution of an updated Participation Form. In the event that more than one Participation Form are executed for the same program start year, the Participation Form with the most recent date will supersede all previous Participation Forms for the same program start year.

Each party is signing this Agreement on the date stated opposite that party's signature.

6/30/2016  
Date: \_\_\_\_\_

South Monterey County Joint Union High School District

DocuSigned by:  
By: Daniel Moirao

68DCC4889CE645A...  
Program Participant Superintendent or Program Participant Board President/Chairperson, or its legally authorized designee

**Project Lead The Way, Inc.**

6/30/2016  
Date: \_\_\_\_\_

DocuSigned by:  
By: Jonathan Dilley

479BF5DAEA92445...  
Jonathan Dilley  
Senior Vice President & Chief of Staff



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

**GOVERNING BOARD**

**SUBJECT:** Approval of Amended Partnership Services Agreement – GEAR- UP

**MEETING:** August 17, 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 Amended Partnership Services Agreement #15-008 with the University of California, Santa Cruz, also known as the GEAR UP program. The agreement delineates the services being offered by UCSC.

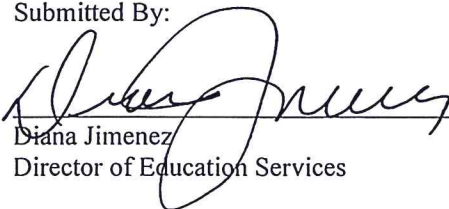
Recommendation:

It is recommended that the State Administrator approve the agreement with the University of California, Santa Cruz – GEAR UP.

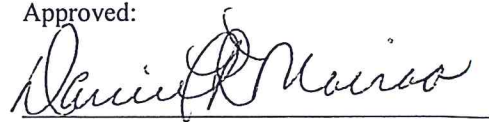
Fiscal Impact:

\$16,380 in reimbursed for services and supplies.

Submitted By:

  
Diana Jimenez  
Director of Education Services

Approved:

  
Daniel R. Moirao, Ed.D.  
Superintendent

June 2016

**AMENDMENT TO PARTNERSHIP SERVICES AGREEMENT #15-008**

Between

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

&

South Monterey County Joint Union High School District (SMCJUHSD)

---

***I. Purpose of Amendment***

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

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

***IV. Amended Program Components***

- A. Number of Teachers Receiving Professional Development will remain unchanged.
- B. Roles and Responsibilities will remain unchanged.
- C. Activities and Timeframe:

*The following activity will be added:*

*Summer 2016 (6/6/16 – 7/1/16) collaboration with King City High School (KCHS): GEAR UP and KCHS will partner to implement a summer program that augments credit recovery opportunities for cohort students. GEAR UP will provide instructional support for incoming 11<sup>th</sup> and 12<sup>th</sup> grade KCHS cohort students needing to recover A-G college preparation course deficiencies. GEAR UP will pay the cost of two teachers to provide instruction in a mixed Math 2 and 3 course and a mixed World History and U.S. History course. Each teacher will provide four hours of instruction for 20 days. Furthermore, the partnership will provide academic intern support through in class and out of class tutoring to assist students with content mastery, and increase course completion outcomes.*



*Summer 2016 (6/6/16 – 7/1/16) collaboration with Greenfield High School (GHS): GEAR UP and GHS will partner to implement a summer program that augments credit recovery opportunities for cohort students. GEAR UP will provide instructional support for incoming 11<sup>th</sup> and 12<sup>th</sup> grade GHS cohort students needing to recover A-G college preparation course deficiencies. GEAR UP will pay the cost of two teachers to provide instruction in Math 2 and English 2. Each teacher will provide four hours of instruction for 20 days. Furthermore, the partnership will provide academic intern support through in class and out of class tutoring to assist students with content mastery, and increase course completion outcomes.*

**V. Amended Parties and Commitments**

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

EPC GEAR UP items g. and h. in the original PSA (signed in 2014) and items I-V in the amended PSA (#15-008) will remain unchanged.

*EPC GEAR UP items VI. and IX as indicated below will be added as new line items outlining the additional 2016 summer program commitments.*

In the 2015-16 academic year, EPC GEAR UP agrees to operate the program under the following parameters (at its sole costs and expense unless otherwise indicated), subject to the availability of funding and other resources:

VI.	Reimburse SMCJUHSD \$8,190.00 toward the salary and benefits of two teachers assigned to the 2016 Summer Program at King City High School, teaching Math 2 & 3 and World History & U.S. History to GEAR UP cohort students.
VII.	Reimburse SMCJUHSD \$8,190.00 toward the salary and benefits of two teachers assigned to the 2016 Summer Program at Greenfield High School, teaching Math 2 and English 2 to GEAR UP cohort students.
VIII.	Provide academic intern support through in class and out of class tutoring to assist students with content mastery, and increase course completion outcomes in Math 2 & 3 and World History & U.S. History classes at King City High School.
IX.	Provide academic intern support through in class and out of class tutoring to assist students with content mastery, and increase course completion outcomes in Math 2 and English 2 classes at Greenfield High School.

SMCJUHSD items a, and f. in the original PSA (signed in 2014) and items g-j in the amended PSA (#15-008) will remain unchanged.

SMCJUHS items k. to m. as indicated below will be added as new line items outlining the additional 2016 summer program commitments.

<p>k. Invoice EPC GEAR UP \$8,190.00 for salary and benefits of two teachers assigned to teaching Math 2 &amp; 3 and World History &amp; U.S. History to GEAR UP cohort students during the 2016 Summer Program at King City High School.</p> <ul style="list-style-type: none"> <li>• Teacher pay rate not to exceed \$45.50 per hour (includes salary and benefits)</li> <li>• 4.5 hours a day – 4 hours of instruction and 30 minutes of prep</li> <li>• 20 days of instruction (6/6/16 – 7/1/16)</li> </ul>
<p>l. Invoice EPC GEAR UP \$8,190.00 for salary and benefits of two teachers assigned to teaching Math 2 and English 2 to GEAR UP cohort students during the 2016 Summer Program at Greenfield High School.</p> <ul style="list-style-type: none"> <li>• Teacher pay rate not to exceed \$45.50.00 per hour (includes salary and benefits)</li> <li>• 4.5 hours a day – 4 hours of instruction and 30 minutes of prep</li> <li>• 20 days of instruction (6/6/16 – 7/1/16)</li> </ul>
<p>m. Ensure only GEAR UP cohort students (incoming 11<sup>th</sup> and 12<sup>th</sup> grade students) are enrolled in GEAR UP sponsored credit recovery courses at King City High School and Greenfield High School’s 2016 Summer Program.</p>

**NOTE:** The detail of the changes to the 2016 Summer Program plans and the GEAR UP funding commitments that SMCJUHS and GEAR UP have agreed to are detailed in the Amended Appendix A: GEAR UP 2015-16 Budget (attached). The commitments listed above are a summary of the amended 2016 Summer Program plans and financial commitments.

*Appendix A: GEAR UP 2015-2016 Budget will reflect the UC Santa Cruz GEAR UP commitments to the 2016 Summer Programs at King City High School and Greenfield High School.*

**VIII. Amended Invoice Schedule**

This amended Invoice Schedule will not replace the original invoice schedule.

SMCJUHS will invoice EPC GEAR UP for:

Expense Period	Invoice Dates	Description	Amount	PSA Number	Send Invoice to:	EPC FOAPAL
6/6/16 - 7/1/16	8/1/16	Salary & benefits of two teachers at King City High	\$8,190.00	15-008	Peggy Muscato UCSC Educational Partnership Center 1156 High Street, Santa Cruz, CA 95064	23544 – 620135- EPGSAA
6/6/16 - 7/1/16	8/1/16	Salary & benefits of two teachers at Greenfield High	\$8,190.00			
		<b>Total:</b>	\$16,380.00			



**IX. Amended Misc.**

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

- Amended Appendix A: GEAR UP 2015-2016 Budget

**X. Primary Contacts**

SMCJUHS

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


Educational Partnership Center

Name: Yesenia Cervantes  
Title: GEAR UP Director  
Email: yeseniac@ucsc.edu  
Phone: (831) 459-1831  
Fax: (831) 459-3570

**XI. Signatures**

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

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


Signature:   
Print Name: Daniel Moirao  
Title: Superintendent  
Organization: South Monterey County Joint Union High School District

Date: 6/27/16

Contact information of SMCJUHS fiscal administrator:

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

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

Signature:  Date: 0/7/2016  
Print Name: Dr. Richard Hughey  
Title: Vice Provost/Dean of Undergraduate Education  
Organization: UC Santa Cruz

Contact information of EPC fiscal administrator:

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



This amended Appendix A: GEAR UP Budget will not replace the original budget and reflects the commitment by UCSC GEAR UP to cover expenses related to the 2016 summer program.

### Amended Appendix A: GEAR UP Budget

For Year 2015-16	Cost to be Paid by GEAR UP Not to Exceed
<p>Pay SMCJUHSD a NTE amount toward the salary and benefits (cost) of two teachers assigned to teach Math 2 &amp; 3 and World History &amp; U.S. History during the 2016 Summer Program at King City High School.</p> <ul style="list-style-type: none"> <li>• Teacher pay rate not to exceed \$45.50.00 per hour (includes salary and benefits)</li> <li>• 90 hours of instruction (4.5 hours a day x 20 days of instruction between 6/6/16 – 7/1/16)</li> </ul>	\$8,190.00
<p>Pay SMCJUHSD a NTE amount toward the salary and benefits (cost) of two teachers assigned to teach Math 2 and English 2 during the 2016 Summer Program at Greenfield High School.</p> <ul style="list-style-type: none"> <li>• Teacher pay rate not to exceed \$45.50.00 per hour (includes salary and benefits)</li> <li>• 90 hours of instruction (4.5 hours a day x 20 days of instruction between 6/6/16 – 7/1/16)</li> </ul>	\$8,190.00
<b>Total Costs</b>	<b>\$16,380.00</b>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

**SUBJECT:** Approval of Agreement with MCOE for the  
the Transportation of Special Ed Students During  
the Extended School Year (ESY)

**MEETING:** August 17, 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:

Monterey County Office of Education will be providing the bus transportation for our Functional Skills Special Education Students for Extended School Year (ESY).

Recommendation:

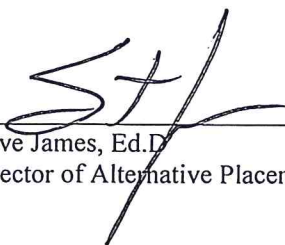
The recommendation is being made for the Superintendent and the SMCJUHSD School Board of Education to approve the fees for bus transportation provided by MCOE.


Fiscal Impact:

The fiscal impact to the Special Education fund is \$11,333.35 plus 9.77% for the state approved indirect cost for the 2015-16 school-year.

Submitted By:

Approved:

 Ed.D.  
\_\_\_\_\_  
Steve James, Ed.D.  
Director of Alternative Placement for Student Success

  
\_\_\_\_\_  
Daniel R. Moirao, Ed.D.  
Superintendent



ESY 2016  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MONTEREY COUNTY OFFICE OF EDUCATION AND  
THE SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

This memorandum of understanding is entered into on the 6<sup>th</sup> day of June, 2016, between the Monterey County Office of Education (MCOE) and South Monterey County Joint Union High School District (SMCJUHS) in order to provide transportation for SMCJUHS Special Education student(s) not currently enrolled in MCOE special education programs. The MCOE will be providing the transportation vehicle(s) and driver(s) responsible for transporting the SMCJUHS students.

**2016 ESY List of Students Being Transported:**

The following students will be transported by MCOE during the 2016 ESY Program.

**Two Full Route Greenfield High (see attached)**

Transportation for additional students must be made in writing to the following parties:

Joshua Jom, Executive Director of General Services AND  
Eleanor Taylor-Arroyo, Supervisor III Transportation

**Payment for Services:**

The MCOE Transportation department will provide transportation based on the student's school Calendar. SMCJUHS will pay their portion at the rate of \$4.50 per mile for individual students riding an existing MCOE route and a rate of \$11,333.35 for one full ESY route (20 days). SMCJUHS will also pay the state approved Indirect Cost of 9.77% for the 2015-16 school year. Payment for the transportation services will be due upon receipt of MCOE's annual invoice.

**Indemnity:**

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, brought by any person or persons for or on account of any loss, damage, or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly, arising or resulting from any alleged acts or omission of the indemnifying Party, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

Said contract shall be in force from June 6, 2016 to July 1, 2016. Either party reserves the right to terminate with 60 days notice for any reason if the arrangement is not beneficial to MCOE or to SMCJUHS students.

South Monterey County Joint Union High School District

Monterey County Office of Education



Authorized Signature/Date

\_\_\_\_\_  
Garry P. Bousum/Date  
Associate Superintendent  
Finance and Business

#0100-0724-0-5001-0000-868900-000-0250-202

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

**GOVERNING BOARD**

**SUBJECT:** Approval of Contract with Presence Learning a Non-Public Agency to Provide Speech, Language, and Occupational Therapy

**MEETING:** August 17, 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
- X   Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Presence Learning will provide tele-therapy Speech, Language, and Occupational Therapy services for our special education students who have these services identified in their Individual Education Program (IEP).

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD School Board to approve the fees for Presence Learning for the 2016-17 school-year.

Fiscal Impact:

The fiscal impact to the Special Education fund is not to exceed \$120,000 for the duration of the 2016-2017 school year.

Submitted By:



Steve James, Ed.D.  
Director Alternative Placement for Student Success

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



# Nonpublic, Nonsectarian Agency Services Master Contract

## 2016–2017

---

(07/16)

Name of LEA/USD: **South Monterey County Joint Union High School District** Name of NPA:  
**PresenceLearning, Inc.**

**MASTER CONTRACT**  
 GENERAL AGREEMENT FOR,  
 NONPUBLIC, NONSECTARIAN AGENCY SERVICES  
**LEA: SOUTH MONTEREY COUNTY JOINT UNION**  
**HIGH SCHOOL DISTRICT**

Contract Year 2016-2017

**Type of Contract:**

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

***NOTE: THIS MASTER CONTRACT IS TO BE USED ONLY WHEN CONTRACTING SERVICES FROM NONPUBLIC, NONSECTARIAN AGENCIES, AS DEFINED IN CALIFORNIA EDUCATION CODE SECTION 56035. A SEPARATE FORM OF MASTER CONTRACT IS AVAILABLE FOR USE WHEN CONTRACTING SERVICES FROM NONPUBLIC, NONSECTARIAN SCHOOLS.***



## TABLE OF CONTENTS

### I. GENERAL PROVISIONS

1. MASTER CONTRACT .....	5
2. CERTIFICATION .....	5
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....	6
4. TERM OF MASTER CONTRACT .....	6
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION .....	6
6. INDIVIDUAL SERVICES AGREEMENT .....	6
7. DEFINITIONS .....	7

### II. ADMINISTRATION OF CONTRACT

8. NOTICES .....	8
9. MAINTENANCE OF RECORDS .....	9
10. SEVERABILITY CLAUSE .....	9
11. SUCCESSORS IN INTEREST .....	10
12. VENUE AND GOVERNING LAW .....	10
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES .....	10
14. TERMINATION .....	10
15. INSURANCE .....	10
16. INDEMNIFICATION AND HOLD HARMLESS .....	13
17. INDEPENDENT CONTRACTOR .....	13
18. SUBCONTRACTING .....	14
19. CONFLICTS OF INTEREST .....	14
20. NON-DISCRIMINATION .....	14

### III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION .....	14
22. GENERAL PROGRAM OF INSTRUCTION .....	15
23. INSTRUCTIONAL MINUTES .....	15
24. CLASS SIZE .....	15
25. CALENDARS .....	16
26. DATA REPORTING .....	16
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT .....	16
28. [RESERVED] .....	16
29. LEA MANDATED ATTENDANCE AT MEETINGS .....	16
30. POSITIVE BEHAVIOR INTERVENTIONS .....	17
31. STUDENT DISCIPLINE .....	18
32. IEP TEAM MEETINGS .....	18

33. SURROGATE PARENTS .....	19
34. DUE PROCESS PROCEEDINGS .....	19
35. COMPLAINT PROCEDURES .....	19
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS .....	19
37. [RESERVED] .....	20
38. LEA STUDENT CHANGE OF RESIDENCE .....	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM .....	20
40. PARENT ACCESS .....	20
41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES .....	21
42. [RESERVED] .....	21
43. CONTRACTOR MATERIALS .....	21
44. MONITORING .....	22

**IV. PERSONNEL**

45. CLEARANCE REQUIREMENTS .....	22
46. STAFF QUALIFICATIONS .....	23
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	23
48. STAFF ABSENCE .....	24
49. STAFF PROFESSIONAL BEHAVIOR .....	24

**V. HEALTH AND SAFETY MANDATES**

50. HEALTH AND SAFETY .....	24
51. FACILITIES AND FACILITIES MODIFICATION .....	25
52. ADMINISTRATION OF MEDICATION .....	25
53. INCIDENT/ACCIDENT REPORTING .....	25
54. CHILD ABUSE REPORTING .....	25
55. SEXUAL HARASSMENT .....	26
56. REPORTING OF MISSING CHILDREN .....	26

**VI. FINANCIAL**

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES .....	26
58. RIGHT TO WITHHOLD PAYMENT .....	28
59. PAYMENT FROM OUTSIDE AGENCIES .....	29
60. PAYMENT FOR ABSENCES .....	29
61. INSPECTION AND AUDIT .....	29
62. RATE SCHEDULE .....	30
63. DEBARMENT CERTIFICATION .....	30
EXHIBIT A: RATES .....	33



**CONTRACT NUMBER:**  
**MC4**

**2016-2017**

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

---

**NONPUBLIC AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this on **August 17, 2016** (the “Effective Date”), between (hereinafter referred to as “LEA”) and PresenceLearning Inc., a Delaware corporation (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

**2. CERTIFICATION**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each providers license, certification and/or credential. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

The LEA may require copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may also require additional information as applicable. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA



students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state

certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. The term “parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**



All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

## **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. For purposes of this Master Contract, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

## **10. SEVERABILITY CLAUSE**

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This Master Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in San Francisco County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency with mutual written agreement of CONTRACTOR. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION AND RENEWAL**

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice. This Master Contract shall be in effect as of the Effective Date and shall continue until June 30, 2017 (the "Initial Term") and shall automatically renew on an annual basis (each a "Renewal Term"), unless either party gives written notice of its intention not to renew 90 days before expiration of the Initial Term or a Renewal Term. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Master Contract, which accrued before such termination, or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Master Contract by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Master Contract and LEA shall pay a cancelation fee of \$750 per Student, multiplied by the number of Contracted Students (as defined in the attached Exhibit A) (the "Liquidated Damages Amount") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the Liquidated Damages Amount would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

**15. INSURANCE**

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or



admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**Part 1**

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate \$2,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, may furnish the LEA with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy may name the LEA and the Board of Education as additional insured's premiums on all insurance policies and may be paid by Contractor and may be deemed included in CONTRACTOR's obligations under this contract.
- F. Any deductibles or self-insured retentions above \$100,000 may be declared. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to:
- (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or
  - (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage may, upon CONTRACTOR's written consent, be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees would in be excess of the CONTRACTOR's insurance and shall not contribute with it if CONTRACTOR so agrees in writing.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.



CONTRACTOR may not be entitled to any compensation for any special education and/or DIS provided to any pupil for any period during which CONTRACTOR was in material and significant breach of all elements of this Section 15.

**16. INDEMNIFICATION AND HOLD HARMLESS**

LEA shall indemnify and hold CONTRACTOR harmless against any and all claims, demands, damages, liabilities and costs (including attorney's fees) incurred by CONTRACTOR which directly or indirectly result from, or arise in connection with, any negligent act or omission or willful misconduct of LEA, its agents, or employees, pertaining to its activities and obligations under this Master Contract.

CONTRACTOR shall indemnify and hold LEA, harmless against any and all claims, demands, damages, liabilities and costs (including attorney's fees) incurred by LEA which directly or indirectly result from, or arise in connection with, any negligent act or omission or willful misconduct of CONTRACTOR, its agents, or employees, pertaining to its activities and obligations under this Agreement.

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Master Contract or to the Services, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Master Contract will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that the Master Contract reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contractor would not enter into the Master Contract.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

**18. [RESERVED]**

**19. CONFLICTS OF INTEREST**

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

1. CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA. LEA shall not, during the term of the Master Contract and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or contractor without CONTRACTOR's prior written consent.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned,



leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

## **24. CLASS SIZE**

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

**25. CALENDARS**

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students directly on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide data related to student information and billing information with LEA. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports. The LEA may approve use of CONTRACTOR provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

**28. [RESERVED]**

**29. LEA MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR may attend LEA mandated meetings by phone, video conference or in-person when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited



to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. Behavior intervention agencies shall provide the LEA with all training protocols behavior intervention staff employed by the NPA who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with *Crisis Prevention Intervention (CPI)* or a similarly recognized and approved crisis intervention program.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Support Plan (“BSP”) or Positive Behavior Intervention Plan (“PBIP”), CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as



prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student placed with CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the *approved electronic IEP system of the LEA such as* the Special Education Information System (SEIS) for all IEP planning and progress reporting. The SELPA shall provide training for any NPA to assure access to THE APPROVED SYSTEM. The NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls from the NPA, the NPA shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim



alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR may provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours, excluding indirect services such as documentation, should

be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. [RESERVED]**

**38. LEA STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR may notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall report, by telephone, to the Nonpublic Services Department when a LEA student is withdrawn from school and/or services. CONTRACTOR may confirm such telephone call on LEA approved forms and submit within five (5) business days as specified in the Nonpublic Services Department Procedural Handbook. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services. The parent shall inform the LEA of any changes of caregivers and provide written authorization for



emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited.

For services provided on a public school campus, sign in/out procedures shall be followed along with all relevant procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR services are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. [RESERVED]**

**43. CONTRACTOR MATERIALS**

CONTRACTOR retains all right, title, and interest to any materials and intellectual property that it develops or provides as part of Services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials. Provided LEA is not in breach of any term of this Master Contract, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Master

Contract, to reproduce and distribute the Materials solely to assist in the provision of Services in accordance with the terms herein.

#### **44. MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR may complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE On-site and Self Review and if applicable, LEA Validation Review. This review will address programmatic aspects of the Nonpublic Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic Agency Self-Assessment Checklist submitted if specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

### **PERSONNEL**

#### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers or contractors, unless CONTRACTOR determines that the contractors or volunteers will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California



Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

**46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE. (5 CCR 3064 (a)).

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

At LEA request, CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR for LEA. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents *within than 45 days of known changes.*



CONTRACTOR shall notify CDE in writing within forty five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**48. STAFF ABSENCE**

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

*It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.*

*For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.*

*For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.*

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted,



and/or otherwise hired by CONTRACTOR for LEA of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

For services provided on-site, CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities where LEA students are served as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities where LEA students are served may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours electronically or by U.S. Mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect

the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, and service tracking as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "Services"), specified in the LEA student's IEP and ISA.

Services may include but not be limited to:

a. Instruction and instructional services; consultation and collaboration with teachers, parents and LEA; initial and triennial assessments; administrative and billing work; pre- and post-assessments and intervention services; maintenance of regular documentation of services provided, recommended service plan, services provided, and responsiveness to services as well as participation in LEA meetings, including, but not limited to, individualized education planning meetings, as mutually agreed by LEA and CONTRACTOR; and

b. Smart Start. CONTRACTOR may provide two days of onsite implementation support services from a staff member including some or all of the following services: student selection, school site selection, technical set-up, paraprofessional training, student scheduling, administrator orientation, school principal orientation, IT department training, school clinician training, parent orientation(s), and SPEDinsight training for an additional fee dependent on implementation requirements.

Services will be provided exclusively via computer or telepractice, unless otherwise agreed.



All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically or by mail. Each invoice should contain the following information if and only if requested by the LEA: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; total for each service and total for the monthly invoice, signature of NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; and name or initial of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided may be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the date of submitted invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. In consideration for the Services, LEA agrees to pay CONTRACTOR in accordance with the fee schedule set forth in this Master Contract. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.

In no case should initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

LEA agrees that for each successive year after the first school year of Services, the Hourly Services Rate, Set-up Fee, and any other rates and fees related to Services will rise each year at,



but no greater than, the most recent annual rate of inflation, rounded to the nearest half dollar (\$0.50) as defined by the Current Population Survey Medical Care index (CUUR0000SAM series) from the Bureau of Labor Statistics Medical Care index

#### **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year. LEA will promptly notify CONTRACTOR of any disputed amounts and the reason for such dispute, but in no even later than 20 days from receipt of invoice. Unless CONTRACTOR receives notice of any such dispute, within 20 days of receipt of such invoice, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment based exclusively on the above criteria in this section to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the



reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

**STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

**61. INSPECTION AND AUDIT, REPRESENTATIONS**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR may provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of

teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times. All records shall be provided to LEA within a commercially reasonable period of a written request from LEA.

LEA hereby represents and warrants to CONTRACTOR as follows: (i) LEA has the right, power, and authority to enter into and perform its obligations under this Master Contract, (ii) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Master Contract and perform its obligations under this Master Contract, (iii) the undersigned has the right, power and authority to enter into this Master Contract on behalf of LEA, (iv) this Master Contract constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Master Contract will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof.

## 62. RATE SCHEDULE

The attached rate schedule (Exhibit A) describes the number of LEA students that may be enrolled. Per Diem rates for LEA students who's IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## 63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating



to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the **August 17, 2016** and terminates at 5:00 P.M. on **June 30, 2017** unless sooner terminated as provide herein.

CONTRACTOR

LEA

PresenceLearning

South Monterey County Joint Union High School District

\_\_\_\_\_  
Nonpublic Agency

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co- CEO

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative



Clay Whitehead

Name

Notices to CONTRACTOR shall be addressed to:

PresenceLearning, Inc.

Nonpublic Agency/Related Service Provider

180 Montgomery St, Suite 2000

Address

San Francisco CA 94104

City State Zip code

415-512-9000 415-230-5799

Phone Fax

clay@presencelearning.com

Email

**Notices to LEA shall be address to:**

Name

Nonpublic Agency/Related Service Provider

Address

City State Zip code

Phone Fax

Email

**Additional LEA Notification  
(Required if completed)**

Name

Nonpublic Agency/Related Service Provider

Address

City State Zip code

Phone Fax

Email



Exhibit A – Service Order for South Monterey County Joint Union High School District

FEES

	Number	Rate	Monthly Minimum
Contracted Students			
	50		
<b>Service Fees</b>			
Hourly Fee		\$80.00	\$9,360.00
<b>Setup Fee</b>			
Per Student Per School Year		\$80.00	
<b>Assessments</b>			
SLP/OT Assessments		\$375.00	
Bilingual SLP/OT Assessments		\$500.00	
Behavioral Assessments		\$500.00	
Screenings		\$50	
Smart Start	0	\$5,000.00	

EQUIPMENT

	Price	Number	Total
Annual Equipment Credit per Contracted Student	\$8.00	50	(\$400.00)
Equipment Prices (for orders in excess of credit)			
Headphones	\$16.00		
Splitter	\$3.00		
Standard webcam	\$22.00		
Wide angle webcam	\$51.00		
Soundcard adapter	\$16.00		
Occupational Therapy Kit	\$35.00		
Laptop Computer	\$500.00		
Chromebook	\$225.00		
Mobile WiFi Hotspot	\$550.00		
Shipping (per shipment)	TBD		
Sales tax on equipment orders	TBD		





DEFINITIONS

"Contracted Students" shall mean the initial number of Students for whom LEA has purchased Services as of the Service Order Effective Date.

"Hourly Fee" shall mean the amount charged for each hour of Services. Time may be billed as Direct Therapy, IEP Meeting, Documentation & Planning, Therapy Coordination, Collaboration with School Staff, Unplanned Student Absence, or CF/SLPA/COTA Supervision.

"Unplanned Student Absence" shall mean time for therapy sessions that are scheduled with CONTRACTOR, but cancelled with less than 24 hours advance notice.

"Setup Fee" shall mean a fee per Contracted Student and per Additional Student related to setup costs, paid according to the Invoice Schedule below.

"Additional Students" shall mean the difference (if greater than zero) between the number of students for whom any amount of Direct, Direct Make-up, IEP Meeting, CF/SLPA/COTA Supervision Services, or Unplanned Student Absence time is billed during a given month, and the number of Contracted Students.

"Monthly Minimum" shall mean the minimum dollar payment due each month of the term. LEA shall pay the greater of (i) the total of Hourly Fees and Setup Fees or (ii) the Monthly Minimum amount.

"Annual Equipment Credit" shall mean the amount by which LEA's fees for equipment will be reduced. If the total cost of LEA's equipment orders exceeds the Annual Equipment Credit, LEA shall pay fees for the excess amount according to the Equipment Price schedule shown. Annual Equipment Credit may only be used for equipment and may only be used in the current school year.



INVOICING SCHEDULE

LEA Will Receive Invoice By:

Service Fees

Hourly Fee

15<sup>th</sup> of the month after the month in which Services were delivered

Monthly Minimum

15<sup>th</sup> of the month after the month in which in billings did not exceed the Monthly Minimum

Setup Fee

For Contracted Students

Within 30 days of the Effective Date

For Additional Students

15<sup>th</sup> of the month after the month in which the Additional Students were billed

Assessments (SLP/OT, Bilingual SLP/OT, Behavioral)

15<sup>th</sup> of the month after the month in which Assessment was provided

Equipment Orders (Above Credit)

15<sup>th</sup> of the month after the month in which the equipment (in excess of the annual credit) was ordered

Smart Start

Within 30 days of the Effective Date

PAYMENT TERMS

Payment for all invoices is due 30 days from date of invoice.

Invoicing Contact

Name:

Email:

Phone:





Upon the last signature date hereof ("Service Order Effective Date"), this Service Order shall become legally binding and made part of and subject to the Master Contract ("MC") between CONTRACTOR and LEA dated 8/17/2016 7:00:00 AM. LEA hereby agrees to be bound by the terms and conditions of this Service Order and the MC. Any capitalized terms not herein defined shall have the meaning given to them in the MC. In the event of any conflicts between the terms of the MC and this Service Order, this Service Order shall control, but only with respect to the subject matter expressly set out herein. LEA hereby agrees to pay CONTRACTOR the total fees pursuant to the terms of this Service Order.

Presence Learning, Inc.

LEA

By:

By:

Name:

Name:

Title: Co-CEO

Title:

Date:

Date:

South Monterey County Joint Union High School District 8/17/2016 37  
415 512.9000 | [www.presencelearning.com](http://www.presencelearning.com)  
180 Montgomery St, Suite 2000 | San Francisco, CA 94104

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

**SUBJECT:** Approval of Contract with Uretsky Security

**MEETING:** August 17, 2016

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

The District has been using the services from Uretsky Security to supply an unarmed security officer at King City and Greenfield High Schools in the absence of a School Resource Officers for several years.

These unarmed Security officers are in addition to District security personnel to ensure the safe campus environments.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the contract with Uretsky Security for campus security.

Fiscal Impact:

LCAP funding – Campus Safety – Not to exceed \$40,000

Submitted By:



Russell Miller  
Interim Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent





PPO16659

# URETSKY SECURITY

201 D Calle Del Oaks, Del Rey Oaks Ca 93940

Office: (831) 324-0687 / Fax (831) 372-3051

E-Mail: [info@uretskysecurity.com](mailto:info@uretskysecurity.com)

Web: [www.Uretskysecurity.com](http://www.Uretskysecurity.com)

---

---

## SECURITY SERVICE CONTRACT

BETWEEN

URETSKY  
SECURITY

&

SOUTH MONTEREY COUNTY JOINT UNION  
HIGH SCHOOL DISTRICT

# SECURITY CONTRACT

This Contract is made and entered into as of **July 1, 2016** between **South Monterey County Joint Union High School District**, located at **800 Broadway, King City, CA 93930**, hereinafter referred to as "Client", and **URETSKY SECURITY**, a California partnership (hereinafter called Contractor).

## RECITALS

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

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

IT IS MUTUALLY AGREED AS FOLLOWS;

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

### 2. LOCATION & TIMES OF SERVICE

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

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

- o South Monterey County Joint Union High School District
  - Greenfield High School, 225 El Camino Real, Greenfield, CA 93927
  - King City High School, 720 Broadway Street, King City, CA 93930
  - Portola-Butler High School, 760 Broadway Street, King City, CA 93930

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

- o Start Date: **July 1, 2016**
- o Service Days: Monday through Friday (when school is in session)
- o Service Times: 7:30 AM – 3:30 PM (school hours)

### 3. SCOPE OF SERVICE

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

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

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

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



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

#### 4. INSURANCE & EQUIPMENT

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

#### 5. RATES AND PAYMENTS

- a. **CLIENT** agrees to pay **CONTRACTOR** for the **security services** indicated above the sum of **\$22.00 per man-hour for each security officer**. The **CLIENT** may add additional hours at anytime during the contractual period at the above pay. These hours will remain in effect until the **CLIENT** no longer needs the additional coverage.
- b. Holiday, overtime, and emergency call out rates will be time and one half the regular rates (**\$33.00 per hour**). The law governing overtime as directed by the Department of Labor will prevail in this contract. **If courtroom testimony or deposition is required the fee will be \$33.00 per man-hour and 50 cents per mile to and from the security guards home and location of testimony or deposition.**
- c. Holiday rate will be time and one-half the regular rate of \$33.00 per man-hour. Holidays are as follows: *Christmas, New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day*
- d. Additional security officers will be provided by **CONTRACTOR** on request of the **CLIENT** for special events and/or additional security duties. The days and hours will be determined at the time of notice by the **CLIENT** and will be provided at the rate of \$25.00 per man-hour.
  - o Requests by the **CLIENT** for special events or emergency security coverage to **CONTRACTOR** with twenty-four (24) hours notice or less will be provided at a rate of \$33.00 per man-hour. If, for any reason, **CONTRACTOR** is unable to meet the **CLIENTS** request for short notice security service, the **CLIENT** cannot hold **CONTRACTOR** liable.
- e. **CLIENT** hereby agrees that **CONTRACTOR** shall have the right to request a rate increase provided herein commencing after the expiration of one (1) year from the date hereof or expiration of signed contract, whichever comes first, up to 5%. If the increase is more than 5% the **CLIENT** will be given at least thirty (30) days prior written notice and may cancel the un-expired term of this Agreement, effective on the date of the proposed price increase, by notifying **CONTRACTOR** within thirty (30) days of the price increase notice.



- f. Billing for services rendered under this contract will be submitted to the **CLIENT** at the end of each billing month following completion of such services and shall be due no later than **fourteen days (14) days upon receipt of such bill.**
- g. Accounts are deemed delinquent thirty (30) days from statement date. If **payment is not received within 45 days of the billing date, the CLIENT shall pay URETSY SECURITY** an additional sum of (.08%) of the overdue amount as a late charge. Interest on any account overdue more than forty-five (45) days shall accrue at the rate of .08% per month from the due date. Notwithstanding the forgoing, if the **CLIENT** fails to pay amounts owing hereunder within forty-five (45) days after the amount is due and payable, **URETSK SECURITY** shall have the right to discontinue the service and recover from the **CLIENT** all sums **CONTRACTOR**, may be entitled to under the law.
- h. In the event it shall be necessary for **CONTRACTOR** to institute legal proceedings to collect the charges for provision of services or any other charges as set forth herein, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and cost where permitted by law. The parties agree that any action or suit relating to the Agreement shall be instituted and tried in the Superior Monterey, California.
- i. In case of billing disputes, the **CLIENT** must submit a written statement of dispute within seven (7) days of the disputed invoice date; otherwise the **CLIENT** accepts such invoice as correct for services rendered.
- j. In case of any claim or potential claim arising out of any services rendered by **CONTRACTOR**, **CLIENT** shall give written notice to **CONTRACTOR** within 45 days following **CLIENT'S** first notice of such claim or potential claim. No action to recover any claim of **CLIENT** shall be instituted or maintained against **CONTRACTOR** unless **CLIENT** provides written notice of such claim to **CONTRACTOR** in the manner and form set forth in this Agreement \_\_\_\_\_ **Initials.**

## 6. TERMS

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



- e. **CONTRACTOR** is not an employment agency and the services it furnishes to the **CLIENT** are made possible only by substantial investment in advertising, recruiting, testing, and training of personnel. In consideration of the time and expense invested in providing these services, the **CLIENT** agrees not to hire any employee or former employee of **CONTRACTOR** directly or indirectly without permission from **CONTRACTOR**, regardless if the **CLIENT** or employee has terminated its relationship with **CONTRACTOR**. **CLIENT** agrees to pay a penalty fee of **\$25,000** for every employee of **CONTRACTOR** hired in breach of this paragraph.
- f. Neither **CONTRACTOR** nor **CLIENT** will be held responsible for any damages caused by delay or failure to perform the services due to fire, strike, act of God, any extreme emergency, a legal act of public authority, or any other cause beyond the reasonable control of either party.
- g. **CONTRACTOR** makes no guarantee or warranty that the services supplied will avert or prevent occurrences or the consequences here from which the services are designed to detect or avert.
- h. **CLIENT** understands and agrees that **CONTRACTOR** and **CONTRACTOR** employees are not employees of the **CLIENT** and are not entitled to benefits of any kind or nature normally provided employees of the **CLIENT** and/or to which **CLIENT** employees are normally entitled, including, but not limited to, Stated Unemployment Compensation or Workers' Compensation. **CONTRACTOR** shall assume full responsibility for payment of all Federal, State, and local taxes or contributions with respect to **CONTRACTOR** employees.
- i. In the performance of the work herein contemplated, **CONTRACTOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **CLIENT** being interested only in the results obtained.
- j. Neither party shall assign or delegate any part of this agreement without written consent of the other.
- k. The work completed herein must meet the approval of the **CLIENT** and shall be subject to the **CLIENTS** general right of inspection and supervision to secure the satisfactory completion thereof. **CONTRACTOR** agrees to comply with all Federal, State, Municipal and District laws, rules, and regulations that are now, or may in the future become applicable to **CONTRACTOR**, its business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.
- l. This Agreement shall be interpreted, enforced and governed in all respects by the laws of the State of California applicable to instruments, persons, transactions, entities, and subject matters, which have legal contracts and relationships solely within the State of California. The language of this Agreement shall be construed as though all parties have participated equally in its drafting and as a whole according to its fair meaning and not strictly for or against any of the parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, then such provision shall be deemed severed and deleted from this Agreement as a whole and neither such provision nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement.
- m. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding, or agreement of the parties and the parties rely only upon the content of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent.
- n. Failure of **CONTRACTOR** to enforce any provision of this Agreement, or any of its rights under this Agreement shall not be considered a waiver of such provision or in any way affect the validity of this Agreement.

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

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

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

**Uretsky Security**

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

Printed Name: **Nicholas Cina**

Printed Name: \_\_\_\_\_

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

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

Title: **Partner**

Title: \_\_\_\_\_

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

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



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

**SUBJECT:** Approval of Agreement with Fagen Friedman & Fulfrost LLP

**MEETING:** August 17, 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 services of Fagen Friedman & Fulfrost will be used to assist the district on the matter of unification. Their background is in this area and it is felt their expertise would be beneficial to advise and direct the district.

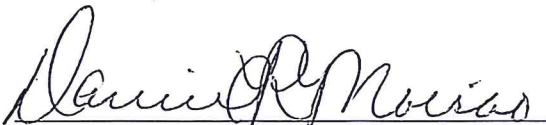
Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the agreement with Fagen Friedman & Fulfrost, LLP.

Fiscal Impact:

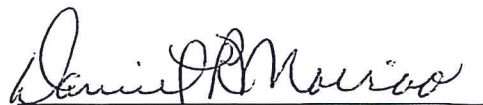
The district will be billed only for requested services.

Submitted By:



Daniel R. Moirao, Ed.D.  
Superintendent

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



Fagen Friedman & Fulfroost LLP

## AGREEMENT FOR LEGAL SERVICES

This agreement is by and between South Monterey County Joint Union High School District ("Client") and the law firm of Fagen Friedman & Fulfroost LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2016:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

**3. CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.



**6. COSTS AND OTHER CHARGES.** (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**7. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

**9. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

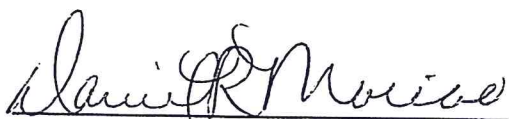
**14. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

South Monterey County Joint Union High  
School District

Fagen Friedman & Fulfrost LLP



Dr. Daniel Moirao, State Administrator



Chris Keeler, Partner

DATE: June 6, 2016

DATE: 6/2/2016





PROFESSIONAL RATE SCHEDULE

**South Monterey County Joint Union High School District  
(Effective July 1, 2016)**

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$215 - \$235 per hour
Partner	\$275 - \$300 per hour
Of-Counsel	\$300 per hour
Paralegal/Law Clerk	\$135 - \$155 per hour
Education Consultant	\$175 per hour
Communication Services Consultant	\$235 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client. Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$2,250 (discounted from \$2,350)
Partner	\$2,750 (discounted from \$3,000)

3. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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

**SUBJECT:** Approval of Agreement with Russell Miller Interim CBO      **MEETING:** August 17, 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:

With the resignation of Duane Wolgamott, CBO, Russell Miller is a retired CBO from San Luis Obispo who has agreed to provide the services of an interim CBO until a permanent replacement has been made. School Services is currently reviewing applications and in August the interview process will take place and it is anticipated a CBO will be selected by the end of August.

Recommendation:

The recommendation is being made for the Superintendent and SMCJUHSD Board of Education approve the agreement with Russell Miller, interim CBO.

Fiscal Impact:

None.

Submitted By:



Daniel R. Moirao, Ed.D.  
Superintendent

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



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

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

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

**I. TERM:**

The effective date of the agreement is June ~~15~~<sup>12</sup>, 2016 and it terminates October 31, 2016 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated at the rate of \$750.00 per diem.
- Not to exceed a total of 120 days of service.
- Total payment(s) to Consultant, under this contract shall not exceed \$90,000.00

**III. DISTRICT OBLIGATION:**

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

**IV. CONSULTANT'S OBLIGATION**

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

**V. CONSULTANT SERVICE DESCRIPTION**

The consultant works under the direction of the State Administrator/Superintendent. As such, the consultant shall have the primary responsibility for execution of the budget, whereas the State Administrator/Superintendent, on behalf of the Board, shall retain the primary responsibility for formulating District goals and adopting the Budget. It is the philosophy of the State Administrator/Superintendent, on behalf of the Board, that the Consultant is the financial leader and a part of the management team that provides leadership for the District in the area of school and district finances.

**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:

*Neil*  
CONSULTANT / TITLE

*Glenn R. Morise*  
CONTRACT OFFICER OF THE  
South Monterey County Joint Union High School District

*6/13/16*  
Date

*June 13, 2016*  
Date

*Interim CBO*  
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:

*Russell Miller Interim CBO*  
CONSULTANT / TITLE (Please Print)

*5656 Santa Rita Road Ad Templeton Ca 93465*  
Mailing Address (number, street name, city, state and zip code: Please Print)

*805-431-1085*  
Phone number Cell Phone

Account code: \_\_\_\_\_

CBO signature \_\_\_\_\_ Date: \_\_\_\_\_

Routing:

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

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

**GOVERNING BOARD**

**SUBJECT:** Approval of Consultant Contract with Lincoln Hatch

**MEETING:** August 17, 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:

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

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education approve the consultant contract with Lincoln Hatch.

Fiscal Impact:

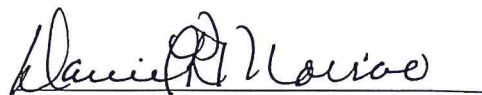
General Fund – \$3,500

Submitted By:



Daniel R. Moirao, Ed.D.  
Superintendent

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



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

**AGREEMENT TO FURNISH CONSULTANT SERVICES**

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

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

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

**I. TERM**

The effective date of the agreement is July 1, 2016 and it terminates on June 30, 2017 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

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

**III. DISTRICT OBLIGATION**

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

**IV. CONSULTANT'S OBLIGATION**

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

**V. CONSULTANT SERVICES DESCRIPTION**

In support of the goals of maintaining safe and secure facilities, improving the school climate and improving community relations, the Consultant will provide direct support to the protection, upkeep and operation of the sound, audio-visual, and lighting equipment, and its use, owned by the Southern Monterey County Center for the Performing Arts at the Robert Stanton Theatre (auditorium) located at King City High School. The Consultant, when providing support and technical services to an organization that is using the Stanton Theater, may receive compensation from the organization for the services provided. Additional services will include auditorium management, presence at performance rehearsals and events, and working with Southern Monterey County Center for the Performing Arts in sponsoring up to two (2) workdays at the auditorium for minor repairs and maintenance-related tasks.

**VI. ASSIGNMENT**

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

**VII. TERMINATION OF AGREEMENT**

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

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

**VIII. DISTRICT'S RIGHT OF RETENTION**

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

**IX. EXTENSION OF TERM**

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



**X. SIGNATURES**

These signatures attest the parties' agreement hereto:

\_\_\_\_\_  
**CONSULTANT TITLE**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Social Security Number of Consultant\***

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

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

**SUBJECT:** Review of Facility Inspection Tool

**MEETING:** August 17, 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 district is required to perform an annual assessment of its schools. The accompanying report is a result of that assessment. It is presented to the Board of Education as an information item.

Recommendation:

This is an information item only.

Fiscal Impact:

None.

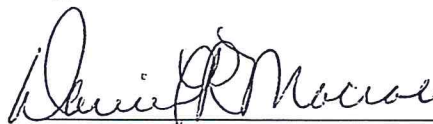
Submitted By:



---

Russell Miller  
Interim Chief Business Official

Approved:



---

Daniel R. Moirao, Ed.D.  
Superintendent



SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION <b>SOUTH MONTEREY COUNTY HSD</b>		COUNTY <b>MONTEREY</b>	
SCHOOL SITE <b>GREENFIELD HIGH SCHOOL</b>		SCHOOL TYPE (GRADE LEVELS) <b>HIGH SCHOOL</b>	NUMBER OF CLASSROOMS ON SITE <b>47</b>
INSPECTOR'S NAME <b>SCOTT NEWMANN</b>	INSPECTOR'S TITLE <b>CONSULTANT</b>	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION <b>4:46 PM</b>	WEATHER CONDITION AT TIME OF INSPECTION <b>SUNNY</b>		

**PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)**

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
127	Number of "✓'s":	127	121	127	111	127	127	126	24	46	127	119	127	122	124	125
	Number of "D's":	0	2	0	12	0	0	1	0	0	0	8	0	1	3	2
	Number of "X's":	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	4	0	4	0	0	0	103	81	0	0	0	4	0	0
Percent of System In Good Repair (Number of "✓'s" divided by (Total Areas - "NA's"))*		100.00%	98.37%	100.00%	90.24%	100.00%	100.00%	99.21%	100.00%	100.00%	100.00%	93.70%	100.00%	99.19%	97.64%	98.43%
Total Percent per Category (average of above)*		99.46%			90.24%	100.00%		99.21%	100.00%		96.85%		99.60%		98.04%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING: DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE → **97.92%** SCHOOL RATING\*\* → **GOOD**

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

123

PART II: EVALUATION DETAIL

Date of Inspection: 4/6/16

School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq. ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/S CHOOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
ADMIN BLDG	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
PRINCIPAL	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
V PRINCIPAL	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
RESTROOM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
RESTROOM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
HEALTH	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
ATTENDANCE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	D
	COMMENTS:	15. SCREEN IS TORN ON WINDOW/ WINDOW HAS HOLE														
CONF RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMMENTS:															

124



PART II: EVALUATION DETAIL

Date of Inspection: 4/6/16

School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq.ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
MENS RR	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
WOMANS RR	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
ELEC STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
STAFF LOUNGE	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
WORK RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
MENS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
WOMANS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
RM 101	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
RM 106	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
RM 102	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
RM 105	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															

125

PART II: EVALUATION DETAIL

Date of Inspection: 4/6/16

School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq. ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/S CHOOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
RM 103	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
RM 104	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
BOYS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
GIRLS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
BIOLOGY WRK RM	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
RM 201	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
RM 206	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
RM 202	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
RM 205	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
ACTIVITIES WRK RM	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME	4. WATER STAIN CEILING TILES														
RM 203	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
RM 204	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
MENS RR	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME	4. WATER STAIN CEILING TILES IN HALLWAY														
WOMANS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															



PART II: EVALUATION DETAIL Date of Inspection: 4/6/16 School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq.ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
P-RM 601	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	✓	✓	D	✓	✓	
	COMME	4. CEILING TILE IS MISSING AND LOOSE 13. RUST/HOLES ON EXTERIOR EAVES/ FRAME														
P-RM 602	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	D	✓	✓	✓	✓	
	COMME	11. RUST IS PRESENT ON EXTERIOR EAVES/ PAINT IS PEELING														
P-RM 603	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	D	✓	✓	✓	✓	
	COMME	4. CEILING TILE IS MISSING 11. RUST UNDER EXTERIOR EAVES/ DETERIORATING														
P-RM 604	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
P-RM 605	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME	4. WALLPAPER IS TORN														
P-RM 606	✓	✓	✓	✓	✓	✓	D	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME	7. INADEQUATE LIGHTING 5 LIGHT BULBS ARE OUT														
P-RM 607	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
P-RM 608	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
BOYS RR	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	
	COMME	4. CEILING TILES ARE MISSING 15. DOOR VENT COVER IS BROKEN														
GIRLS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME	* NOT IN USE/ STORAGE														
P-RM 609	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	D	✓	✓	D	✓	
	COMME	11. NO SKID PAINT IS PEELING ON RAMP/ SLIP HAZARD 14. TRIP HAZARD @RAMP ENTRY														
P-RM 610	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME	4. CARPET HAS STAINS/WORN/ WALLPAPER IS TORN														
P-RM 611	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
P-RM 612	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	D	✓	✓	✓	✓	
	COMME	11. NO SKID PAINT IS PEELING ON RAMP/ SLIP HAZARD														

127

PART II: EVALUATION DETAIL

Date of Inspection: 4/6/16

School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq.ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
P-RM 613	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	D	✓	✓	✓	✓	
	COMME	11. NO SKID PAINT IS PEELING ON RAMP/ SLIP HAZARD														
P-RM 614	✓	D	✓	✓	✓	✓	✓	NA	NA	✓	D	✓	✓	✓	✓	
	COMME	2. DIRTY VENTS 11. NO SKID PAINT IS PEELING ON RAMP/ SLIP HAZARD														
P-RM 615	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	D	✓	✓	✓	✓	
	COMME	11. NO SKID PAINT IS PEELING ON RAMP/ SLIP HAZARD														
P-RM 616	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME	4. CARPET IS WORN AND STAINED														
WEIGHT ROOM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	D	✓	
	COMME	14. TRIP HAZARD @ ASPHALT CEMENT SEAM														
WRESTLING/DANCE RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	D	✓	
	COMME	14. TRIP HAZARD @ ASPHALT/ CEMENT SEAM														
MENS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
WOMANS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
CONCESSION	✓	✓	✓	D	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME	4. CEILING TILES ARE CRACKED AND MISSING														
ATHLETIC DIRECTOR	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME	4. WATER STAINS CEILING TILES/ HALLWAY														
GYMNASIUM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
MENS LOCKER ROOM	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
BOYS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															



PART II: EVALUATION DETAIL

Date of Inspection: 4/6/16

School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq.ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/S CHOOl GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
PE OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
WOMENS LOCKER ROOM	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
WOMENS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
PE OFC	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
TRAINING RM	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
TRAINING RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
VISTOR LOCKER RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
MECH RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
RM 405 VIS-ART	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
RM 404 TECH LAB	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
RM 403 DIAGNOSIS	✓	D	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME	2. A/C UNIT IS NOT WORKING														
AUTO SHOP	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
UNIFIED ARTS RM/ 402	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															

129

PART II: EVALUATION DETAIL Date of Inspection: 4/6/16 School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq.ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
LAB/OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
BOYS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
GIRLS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
GRAPHICS	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
BOYS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
GIRLS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															
STUDENT UNION	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME	4. WATER STAIN CEILING TILES IN HALLWAY TO KITCHEN														
OFFICE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
STAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
FOOD STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
CUSTODIAN STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
OFFICE KITCHEN	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
KITCHEN	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	D	✓	✓	✓	✓	
	COMME	11. PAINT IS CHIPPING ON WALL														
WOMANS RR	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMME															

130



PART II: EVALUATION DETAIL

Date of Inspection: 4/6/16

School Name: GREENFIELD HIGH SCHOOL

AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq.ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
MENS RR	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
DRAMA RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
MUSIC RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
BOYS RR	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
GIRLS RR	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
OFFICE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
OFFICE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
ROOM 303	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
ROOM P 304	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
MAINT. SHOP	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
ELEC. SYSTEM/ STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
CUSTODIAL	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															

-131-

PART II: EVALUATION DETAIL Date of Inspection: 4/6/16 School Name: GREENFIELD HIGH SCHOOL

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq. ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
LIBRARY	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	
	COMME															
BOYS RR	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
GIRLS RR	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
LIB OFC	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
OFFICE	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
MEDIA CENTER	✓	✓	✓	D	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME	4. WATER STAIN CEILING TILES														
STUDIO RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
CONTROL RM	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
BOOK STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
BOOK STORAGE	✓	✓	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	✓	
	COMME															
PARKING LOTS	✓	NA	✓	NA	✓	✓	✓	NA	NA	✓	✓	✓	NA	✓	✓	
	COMME															
FOOTBALL STADIUM	✓	NA	✓	NA	✓	✓	✓	NA	NA	✓	✓	✓	NA	✓	✓	
	COMME															
SNACK BAR	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	
	COMME															
OUTDOOR COURTS	✓	NA	✓	NA	✓	✓	✓	NA	NA	✓	✓	✓	NA	✓	✓	
	COMME															

132



PART II: EVALUATION DETAIL

Date of Inspection: 4/6/16

School Name: GREENFIELD HIGH SCHOOL

CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	sq.ft.
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES	
PLAY FIELDS	✓	NA	✓	NA	✓	✓	✓	NA	NA	✓	✓	✓	NA	✓	✓	
COMME																

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

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

**MEETING:** August 17, 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 Revenue and Expenditures report is for the 2015-2016 school year and covers through June 2016. The report is listed by each fund.

Recommendation:

This is an information item only.

Fiscal Impact:

Per the 2015-2016 approved budget.

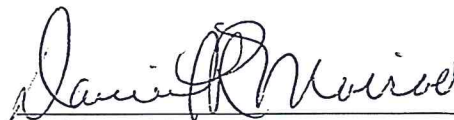
Submitted By:



---

Russell Miller  
Interim Chief Business Official

Approved:



---

Daniel R. Moirao, Ed.D.  
Superintendent



Fund 01 - General Fund		Fiscal Year 2016 through 06/30/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
LCFF Revenue Sources	(8010-8099)	21,260,786.00	21,266,223.57		(5,437.57)	0%
Federal Revenue	(8100-8299)	1,187,748.00	839,339.58		348,408.42	29%
Other State Revenue	(8300-8599)	3,778,799.00	3,503,990.12		274,808.88	7%
Other Local Revenue	(8600-8799)	1,657,870.00	1,679,023.83		(21,153.83)	(1)%
<b>Total Revenues</b>		<b>27,885,203.00</b>	<b>27,288,577.10</b>		<b>596,625.90</b>	<b>2%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	8,712,298.00	8,542,166.73	.00	170,131.27	2%
Classified Salaries	(2000-2999)	2,787,720.00	2,695,214.68	.00	92,505.32	3%
Employee Benefits	(3000-3999)	3,925,842.98	3,595,562.15	.00	330,280.83	8%
Books and Supplies	(4000-4999)	2,636,863.78	2,026,523.35	.00	610,340.43	23%
Services & Operating Expenses	(5000-5999)	7,109,446.93	4,326,526.30	1,000.00	2,781,920.63	39%
Capital Outlay	(6000-6999)	327,593.00	148,197.65	22,679.22	156,716.13	48%
Other Outgo	(7100-7299, 7400-7499)	1,724,529.00	1,634,822.18	.00	89,706.82	5%
Transfer of Indirect Costs	(7300-7399)	(4.00)	.00	.00	(4.00)	100%
<b>Total Expenditures</b>		<b>27,224,289.69</b>	<b>22,969,013.04</b>	<b>23,679.22</b>	<b>4,231,597.43</b>	<b>16%</b>
<b>Operating Surplus/(Deficit)</b>		<b>660,913.31</b>	<b>4,319,564.06</b>	<b>4,295,884.84</b>		
<b>Beginning Fund Balance</b>		<b>5,776,786.00</b>	<b>5,776,778.20</b>	<b>5,776,778.20</b>		
<b>Net Ending Fund Balance</b>		<b>6,437,699.31</b>	<b>10,096,342.26</b>	<b>10,072,663.04</b>		
	<i>*** calculated ***</i>					
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		6,437,699.31	.00			
<b>Ending Fund Balance</b>		<b>6,437,699.31</b>	<b>.00</b>			

Fund 11 - Adult Education Fund		Fiscal Year 2016 through 06/30/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other State Revenue	(8300-8599)	78,500.00	16,765.69		61,734.31	79%
Other Local Revenue	(8600-8799)	.00	450.63		(450.63)	0%
<b>Total Revenues</b>		<b>78,500.00</b>	<b>17,216.32</b>		<b>61,283.68</b>	<b>78%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	20,490.00	26,654.40	.00	(6,164.40)	(30)%
Classified Salaries	(2000-2999)	5,384.00	4,451.99	.00	932.01	17%
Employee Benefits	(3000-3999)	9,006.00	3,703.79	.00	5,302.21	59%
Books and Supplies	(4000-4999)	17,062.00	13,108.75	.00	3,953.25	23%
Services & Operating Expenses	(5000-5999)	26,558.00	6,392.50	.00	20,165.50	76%
<b>Total Expenditures</b>		<b>78,500.00</b>	<b>54,311.43</b>	<b>.00</b>	<b>24,188.57</b>	<b>31%</b>
<b>Operating Surplus/(Deficit)</b>		<b>.00</b>	<b>(37,095.11)</b>	<b>(37,095.11)</b>		
<b>Net Surplus/(Deficit)</b>		<b>.00</b>	<b>(37,095.11)</b>	<b>(37,095.11)</b>		
<b>Net Ending Fund Balance</b>		<b>.00</b>	<b>(37,095.11)</b>	<b>(37,095.11)</b>		
<i>*** calculated ***</i>						



Fund 13 - Cafeteria Fund		Fiscal Year 2016 through 06/30/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Federal Revenue	(8100-8299)	455,000.00	396,643.90		58,356.10	13%
Other State Revenue	(8300-8599)	36,500.00	30,322.24		6,177.76	17%
Other Local Revenue	(8600-8799)	164,971.00	174,897.19		(9,926.19)	(6)%
<b>Total Revenues</b>		<b>656,471.00</b>	<b>601,863.33</b>		<b>54,607.67</b>	<b>8%</b>
<b>EXPENDITURES</b>						
Classified Salaries	(2000-2999)	126,433.00	123,506.12	.00	2,926.88	2%
Employee Benefits	(3000-3999)	79,778.00	61,063.98	.00	18,714.02	23%
Books and Supplies	(4000-4999)	411,878.00	382,812.20	.00	29,065.80	7%
Services & Operating Expenses	(5000-5999)	24,641.00	16,031.82	.00	8,609.18	35%
Capital Outlay	(6000-6999)	10,300.00	10,275.07	.00	24.93	0%
<b>Total Expenditures</b>		<b>653,030.00</b>	<b>593,689.19</b>	<b>.00</b>	<b>59,340.81</b>	<b>9%</b>
<b>Operating Surplus/(Deficit)</b>		<b>3,441.00</b>	<b>8,174.14</b>	<b>8,174.14</b>		
<b>Beginning Fund Balance</b>		<b>150,936.00</b>	<b>150,935.39</b>	<b>150,935.39</b>		
<b>Net Ending Fund Balance</b>		<b>154,377.00</b>	<b>159,109.53</b>	<b>159,109.53</b>		
		<i>*** calculated ***</i>				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		154,377.00	.00			
<b>Ending Fund Balance</b>		<b>154,377.00</b>	<b>.00</b>			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2016 through 06/30/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	16,266.00	24,449.50		(8,183.50)	(50)%
<b>Total Revenues</b>		<b>16,266.00</b>	<b>24,449.50</b>		<b>(8,183.50)</b>	<b>(50)%</b>
<b>Operating Surplus/(Deficit)</b>		<b>16,266.00</b>	<b>24,449.50</b>	<b>24,449.50</b>		
<b>Beginning Fund Balance</b>		<b>2,997,390.00</b>	<b>2,997,389.10</b>	<b>2,997,389.10</b>		
<b>Net Ending Fund Balance</b>		<b>3,013,656.00</b>	<b>3,021,838.60</b>	<b>3,021,838.60</b>		
		<i>*** calculated ***</i>				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		3,013,656.00	.00			
<b>Ending Fund Balance</b>		<b>3,013,656.00</b>	<b>.00</b>			



Fund 25 - Capital Facilities Fund		Fiscal Year 2016 through 06/30/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	174,685.00	129,939.11		44,745.89	26%
<b>Total Revenues</b>		<b>174,685.00</b>	<b>129,939.11</b>		<b>44,745.89</b>	<b>26%</b>
<b>EXPENDITURES</b>						
Books and Supplies	(4000-4999)	10,000.00	9,709.56	.00	290.44	3%
Services & Operating Expenses	(5000-5999)	100,000.00	73,452.91	.00	26,547.09	27%
Capital Outlay	(6000-6999)	152,000.00	103,731.49	.00	48,268.51	32%
Other Outgo	(7100-7299, 7400-7499)	105,224.00	105,223.78	.00	0.22	0%
<b>Total Expenditures</b>		<b>367,224.00</b>	<b>292,117.74</b>	<b>.00</b>	<b>75,106.26</b>	<b>20%</b>
<b>Operating Surplus/(Deficit)</b>		<b>(192,539.00)</b>	<b>(162,178.63)</b>	<b>(162,178.63)</b>		
<b>Beginning Fund Balance</b>		<b>293,696.00</b>	<b>293,695.01</b>	<b>293,695.01</b>		
<b>Net Ending Fund Balance</b>		<b>101,157.00</b>	<b>131,516.38</b>	<b>131,516.38</b>		
<i>*** calculated ***</i>						
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		101,157.00	.00			
<b>Ending Fund Balance</b>		<b>101,157.00</b>	<b>.00</b>			

Fund 56 - Debt Service Fund		Fiscal Year 2016 through 06/30/2016			
	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>					
<b>Components of Ending Fund Balance</b>					
Undesignated/Unappropriated - 9790	1,248,728.00	.00			
Ending Fund Balance	1,248,728.00	.00			



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

**GOVERNING BOARD**

**SUBJECT:** Revenue and Expenditures Report for 2016-17

**MEETING:** August 17, 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:

The Revenue and Expenditures report is for the 2016-2017 school year and covers through July 2016. The report is listed by each fund.


Recommendation:

This is an information item only.

Fiscal Impact:

Per the 2016-2017 approved budget.

Submitted By:



Russell Miller  
Interim Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent

Fund 01 - General Fund		Fiscal Year 2017 through 07/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
LCFF Revenue Sources	(8010-8099)	22,839,806.00	2,049,924.59		20,789,881.41	91%
Federal Revenue	(8100-8299)	1,238,681.00	.00		1,238,681.00	100%
Other State Revenue	(8300-8599)	722,939.00	132,497.85		590,441.15	82%
Other Local Revenue	(8600-8799)	1,565,850.00	(350.00)		1,566,200.00	100%
<b>Total Revenues</b>		<b>26,367,276.00</b>	<b>2,182,072.44</b>		<b>24,185,203.56</b>	<b>92%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	10,232,073.00	114,859.47	8,785,523.71	1,331,689.82	13%
Classified Salaries	(2000-2999)	3,044,947.00	140,752.49	2,380,085.07	524,109.44	17%
Employee Benefits	(3000-3999)	4,568,375.00	114,915.54	3,644,036.57	809,422.89	18%
Books and Supplies	(4000-4999)	1,544,116.91	102,582.23	575,911.54	865,623.14	56%
Services & Operating Expenses	(5000-5999)	4,663,177.09	372,263.43	1,620,151.81	2,670,761.85	57%
Capital Outlay	(6000-6999)	336,122.00	.00	165,264.88	170,857.12	51%
Other Outgo	(7100-7299, 7400-7499)	1,624,529.00	5,583.00	.00	1,618,946.00	100%
Transfer of Indirect Costs	(7300-7399)	1.00	.00	.00	1.00	100%
<b>Total Expenditures</b>		<b>26,013,341.00</b>	<b>850,956.16</b>	<b>17,170,973.58</b>	<b>7,991,411.26</b>	<b>31%</b>
<b>Operating Surplus/(Deficit)</b>		<b>353,935.00</b>	<b>1,331,116.28</b>	<b>(15,839,857.30)</b>		
<b>Beginning Fund Balance</b>		<b>6,463,799.00</b>	<b>.00</b>	<b>.00</b>		
<b>Net Ending Fund Balance</b>		<b>6,817,734.00</b>	<b>1,331,116.28</b>	<b>(15,839,857.30)</b>		
		<i>*** calculated ***</i>				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		6,817,734.00	.00			
<b>Ending Fund Balance</b>		<b>6,817,734.00</b>	<b>.00</b>			



Fund 11 - Adult Education Fund		Fiscal Year 2017 through 07/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other State Revenue	(8300-8599)	78,500.00	.00		78,500.00	100%
<b>Total Revenues</b>		<b>78,500.00</b>	<b>.00</b>		<b>78,500.00</b>	<b>100%</b>
<b>EXPENDITURES</b>						
Books and Supplies	(4000-4999)	17,193.00	.00	5,561.99	11,631.01	68%
Services & Operating Expenses	(5000-5999)	61,307.00	.00	.00	61,307.00	100%
<b>Total Expenditures</b>		<b>78,500.00</b>	<b>.00</b>	<b>5,561.99</b>	<b>72,938.01</b>	<b>93%</b>
<b>Operating Surplus/(Deficit)</b>		<b>.00</b>	<b>.00</b>	<b>(5,561.99)</b>		
<b>Net Surplus/(Deficit)</b>		<b>.00</b>	<b>.00</b>	<b>(5,561.99)</b>		
<b>Net Ending Fund Balance</b>		<b>.00</b>	<b>.00</b>	<b>(5,561.99)</b>		
<i>*** calculated ***</i>						

Fund 13 - Cafeteria Fund		Fiscal Year 2017 through 07/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Federal Revenue	(8100-8299)	455,000.00	.00		455,000.00	100%
Other State Revenue	(8300-8599)	36,500.00	.00		36,500.00	100%
Other Local Revenue	(8600-8799)	164,971.00	.00		164,971.00	100%
<b>Total Revenues</b>		<b>656,471.00</b>	<b>.00</b>		<b>656,471.00</b>	<b>100%</b>
<b>EXPENDITURES</b>						
Classified Salaries	(2000-2999)	143,216.00	2,298.56	130,495.13	10,422.31	7%
Employee Benefits	(3000-3999)	98,501.00	1,171.16	70,477.19	26,852.65	27%
Books and Supplies	(4000-4999)	397,413.00	20.91	11,151.66	386,240.43	97%
Services & Operating Expenses	(5000-5999)	17,341.00	1,207.00	2,652.00	13,482.00	78%
<b>Total Expenditures</b>		<b>656,471.00</b>	<b>4,697.63</b>	<b>214,775.98</b>	<b>436,997.39</b>	<b>67%</b>
<b>Operating Surplus/(Deficit)</b>		<b>.00</b>	<b>(4,697.63)</b>	<b>(219,473.61)</b>		
<b>Beginning Fund Balance</b>		<b>154,377.00</b>	<b>.00</b>	<b>.00</b>		
<b>Net Ending Fund Balance</b>		<b>154,377.00</b>	<b>(4,697.63)</b>	<b>(219,473.61)</b>		
	<i>*** calculated ***</i>					
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		154,377.00	.00			
<b>Ending Fund Balance</b>		<b>154,377.00</b>	<b>.00</b>			



Fund 17 - Special Reserve Fund for Other		Fiscal Year 2017 through 07/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	16,266.00	.00		16,266.00	100%
<b>Total Revenues</b>		<b>16,266.00</b>	<b>.00</b>		<b>16,266.00</b>	<b>100%</b>
<b>Operating Surplus/(Deficit)</b>		<b>16,266.00</b>	<b>.00</b>	<b>.00</b>		
<b>Beginning Fund Balance</b>		<b>3,013,656.00</b>	<b>.00</b>	<b>.00</b>		
<b>Net Ending Fund Balance</b>		<b>3,029,922.00</b>	<b>.00</b>	<b>.00</b>		
	<i>*** calculated ***</i>					
<b>Components of Ending Fund Balance</b>						
	Undesignated/Unappropriated - 9790	3,029,922.00	.00			
	<b>Ending Fund Balance</b>	<b>3,029,922.00</b>	<b>.00</b>			

Fund 25 - Capital Facilities Fund		Fiscal Year 2017 through 07/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	174,685.00	.00		174,685.00	100%
<b>Total Revenues</b>		<b>174,685.00</b>	<b>.00</b>		<b>174,685.00</b>	<b>100%</b>
<b>EXPENDITURES</b>						
Books and Supplies	(4000-4999)	10,000.00	.00	.00	10,000.00	100%
Services & Operating Expenses	(5000-5999)	59,461.00	.00	6,360.00	53,101.00	89%
Other Outgo	(7100-7299, 7400-7499)	105,224.00	.00	.00	105,224.00	100%
<b>Total Expenditures</b>		<b>174,685.00</b>	<b>.00</b>	<b>6,360.00</b>	<b>168,325.00</b>	<b>96%</b>
<b>Operating Surplus/(Deficit)</b>		<b>.00</b>	<b>.00</b>	<b>(6,360.00)</b>		
<b>Beginning Fund Balance</b>		<b>101,157.00</b>	<b>.00</b>	<b>.00</b>		
<b>Net Ending Fund Balance</b>		<b>101,157.00</b>	<b>.00</b>	<b>(6,360.00)</b>		
		<i>*** calculated ***</i>				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		101,157.00	.00			
<b>Ending Fund Balance</b>		<b>101,157.00</b>	<b>.00</b>			



Fund 56 - Debt Service Fund		Fiscal Year 2017 through 07/31/2016			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,728.00	.00	.00		
Net Ending Fund Balance	1,248,728.00	.00	.00		
<i>*** calculated ***</i>					
<b>Components of Ending Fund Balance</b>					
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 June 2016)

**MEETING:** August 17, 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 Cashflow Summary Report – 2015-2016 Fiscal Year (as of June 30, 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:



Russell Miller  
Interim Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



Fund 01 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December
<b>A. BEGINNING CASH</b>	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>B. RECEIPTS</b>								
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								
<b>TOTAL RECEIPTS</b>		.00	1,809,999.61	1,859,103.68	2,716,142.24	4,195,609.95	246,641.78	4,191,321.32
<b>C. DISBURSEMENTS</b>								
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
Supplies	4000-4999		201,887.88	272,570.16	180,711.92	213,673.28	196,222.78	82,646.84
Fees	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								
<b>TOTAL DISBURSEMENTS</b>		.00	667,329.47	1,647,222.86	1,803,832.85	1,842,284.40	1,750,580.58	1,854,376.58
<b>D. BALANCE SHEET ITEMS</b>								
<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								
<b>SUBTOTAL ASSETS</b>		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 = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
<b>Liabilities and Deferred Inflows</b>								
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								
<b>SUBTOTAL LIABILITIES</b>		1,744,409.90	986,055.06-	12,402.57-	20,361.31-	98,143.33-	124,121.11	30,136.06
<b>Nonoperating</b>								
Suspense Clearing	9910			196.54	148.54-	.10-		
<b>TOTAL BALANCE SHEET ITEMS</b>		235,900.02-	1,110,301.85-	201,196.64-	127,975.73-	238,077.71-	124,121.11	252,582.06
<b>E. NET INCREASE/DECREASE</b>								
B - C + D			32,368.29	10,684.18	784,333.66	2,115,247.84	1,379,817.69-	2,589,526.80
<b>F. ENDING CASH (A + E)</b>			5,737,542.47	5,748,226.65	6,532,560.31	8,647,808.15	7,267,990.46	9,857,517.26
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>								

-150-



Fund 01 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	9,857,517.26	9,683,379.62	9,372,337.90	9,473,186.08	10,930,671.49	10,433,336.69		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019	724,130.00	1,391,485.50	1,751,884.00	773,264.00	773,264.00	1,092,394.00	15,202,685.50	15,653,948.00
Property Taxes	8020-8079	223,836.36	138,062.34	119,775.84	1,938,357.22	64,351.75	409,538.85	6,063,538.07	5,606,838.00
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299	16,348.00	154,728.00	36,424.79		111,554.00	346,929.00	839,339.58	1,187,748.00
Other State Revenues	8300-8599	619,009.74	113,678.10	57,664.00	213,627.94	59,556.00	132,497.85	3,503,990.12	3,778,799.00
Other Local Revenues	8600-8799	403,977.39	250,376.79	90,375.01	144,926.06	145,438.68	199,659.51	1,679,023.83	1,657,870.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		1,987,301.49	1,820,974.53	2,056,123.64	3,070,175.22	1,154,164.43	2,181,019.21	27,288,577.10	27,885,203.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999	739,927.11	727,262.51	751,053.51	745,838.43	740,424.41	991,277.93	8,542,166.73	8,712,298.00
Classified Salaries	2000-2999	221,561.49	216,745.31	284,270.72	239,068.47	227,053.47	259,142.13	2,695,214.68	2,787,720.00
Employee Benefits	3000-3999	316,591.23	317,321.56	328,254.35	321,433.48	318,758.00	337,891.87	3,595,562.15	3,925,842.98
Grants and Supplies	4000-4999	164,181.08	66,697.27	106,965.44	63,059.91	70,759.46	407,147.33	2,026,523.35	2,636,863.78
Contracts	5000-5999	320,422.25	340,713.02	389,223.83	225,702.34	175,825.90	1,295,463.80	4,326,526.30	7,109,446.93
Capital Outlay	6000-6599		52,658.94			95,538.71		148,197.65	327,593.00
Other Outgo	7000-7499	1,367,942.10	48,440.73	48,902.60	43,450.22	43,236.34	6,820.95	1,634,822.18	1,724,525.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		3,130,625.26	1,769,839.34	1,908,670.45	1,638,552.85	1,671,596.29	3,284,102.11	22,969,013.04	27,224,289.69
<b>D. BALANCE SHEET ITEMS</b>									
<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			311.00	21,490.00	975,689.48	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330				8,375.69	22,097.96	12,010.29	42,483.94	
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		1,186,505.83	212,802.31	.00	8,375.69	21,786.96	33,500.29	997,501.54	
(continued)									

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

ESCAPE ONLINE

Fund 01 - Actuals through June								Fiscal Year 2015/16	
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	53,013.80-	574,941.22-	46,770.29-	34,238.73	42,235.11	1,094,049.80	395,694.91-	
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-	
<b>SUBTOTAL LIABILITIES</b>		<b>217,319.70-</b>	<b>574,979.22-</b>	<b>46,605.01-</b>	<b>34,238.73</b>	<b>41,884.02</b>	<b>1,094,049.80</b>	<b>631,436.48-</b>	
<b>Nonoperating</b>									
Suspense Clearing	9910	9.90-	38.00-	165.28		351.09-		185.81-	
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>969,186.13</b>	<b>362,176.91-</b>	<b>46,605.01-</b>	<b>25,863.04</b>	<b>20,097.06</b>	<b>1,060,549.51</b>	<b>366,065.06</b>	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		174,137.64-	311,041.72-	100,848.18	1,457,485.41	497,334.80-	42,533.39-	4,685,629.12	660,913.31
<b>F. ENDING CASH (A + E)</b>		<b>9,683,379.62</b>	<b>9,372,337.90</b>	<b>9,473,186.08</b>	<b>10,930,671.49</b>	<b>10,433,336.69</b>	<b>10,390,803.30</b>		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-152-



Fund 09 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>	9110		.00	.00	.00	.00	.00	.00	
<b>B. RECEIPTS</b>									
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									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Travel and Supplies	4000-4999								
Utilities	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 09 - Actuals through June		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
<b>Liabilities and Deferred Inflows</b>								
Accounts Payable	9500-9599							
Due To Other Funds	9610							
Current Loans	9640							
Unearned Revenues	9650							
Deferred Inflows of Resrcs	9690							
Undefined Objects								
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00
<b>Nonoperating</b>								
Suspense Clearing	9910							
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00
<b>E. NET INCREASE/DECREASE</b>								
B - C + D			.00	.00	.00	.00	.00	.00
<b>F. ENDING CASH (A + E)</b>			.00	.00	.00	.00	.00	.00
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>								

-154-



Fund 09 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	.00	.00	.00	.00	.00	.00		
<b>B. RECEIPTS</b>									
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									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
s and Supplies	4000-4999								
ces	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 09 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
<u>Liabilities and Deferred Inflows</u>									
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	
<u>Nonoperating</u>									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		.00	.00	.00	.00	.00	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		.00	.00	.00	.00	.00	.00	.00	.00
<b>F. ENDING CASH (A + E)</b>									
		.00	.00	.00	.00	.00	.00		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-156-



Fund 11 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>	9110		.00	.00	.00	.00	.00	.00	
<b>B. RECEIPTS</b>									
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									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Travel and Supplies	4000-4999								
Utilities	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

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

-158-



Fund 11 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	.00	.00	2,049.48	16,765.69	32,225.84	39,766.83		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599						16,765.69	16,765.69	78,500.00
Other Local Revenues	8600-8799					450.63		450.63	
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	450.63	16,765.69	17,216.32	78,500.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999			2,073.60	6,760.80	6,782.40	11,037.60	26,654.40	20,490.00
Classified Salaries	2000-2999			216.97	2,321.81	371.92	1,541.29	4,451.99	5,384.00
Employee Benefits	3000-3999			288.65	1,079.28	837.30	1,498.56	3,703.79	9,006.00
Supplies and Supplies	4000-4999		1,689.48	6,534.49	4,868.26		16.52	13,108.75	17,062.00
Services	5000-5999		360.00	5,602.50	430.00			6,392.50	26,558.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	2,049.48	14,716.21	15,460.15	7,991.62	14,093.97	54,311.43	78,500.00
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 11 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599						1,342.88	1,342.88	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	1,342.88	1,342.88	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	1,342.88	1,342.88	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		.00	2,049.48-	14,716.21-	15,460.15-	7,540.99-	4,014.60	35,752.23-	.00
<b>F. ENDING CASH (A + E)</b>		.00	2,049.48-	16,765.69-	32,225.84-	39,766.83-	35,752.23-		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-160-



Fund 13 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>	9110		152,156.25	139,254.05	105,828.88	71,872.94	19,058.60	31,377.56-	
<b>B. RECEIPTS</b>									
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									
<b>TOTAL RECEIPTS</b>		.00	.00	12,570.67	35,771.09	64.80	.00	208.68	
<b>C. DISBURSEMENTS</b>									
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	
Supplies 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									
<b>TOTAL DISBURSEMENTS</b>		.00	10,150.11	45,995.84	69,791.83	52,814.34	50,436.16	62,113.66	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		1,531.23-	.00	.00	64.80	64.80-	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
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									
<b>SUBTOTAL LIABILITIES</b>		2,752.09	2,752.09-	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		1,220.86	2,752.09-	.00	64.80	64.80-	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			12,902.20-	33,425.17-	33,955.94-	52,814.34-	50,436.16-	61,904.98-	
<b>F. ENDING CASH (A + E)</b>			139,254.05	105,828.88	71,872.94	19,058.60	31,377.56-	93,282.54-	
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-162-



Fund 13 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	93,282.54	134,818.90	32,587.67	98,355.98	44,873.61	150,320.24		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299		200,342.60	34,527.83		94,125.35	49,668.09	396,643.90	455,000.00
Other State Revenues	8300-8599		15,499.12	2,665.92		7,331.70	3,867.96	30,322.24	36,500.00
Other Local Revenues	8600-8799		1,484.92	96,479.74		36,930.05	13,294.65	174,897.19	164,971.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	214,356.80	133,673.49	.00	138,387.10	66,830.70	601,863.33	656,471.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999	9,975.27	9,193.30	12,305.33	12,332.21	12,612.58	5,966.67	123,506.12	126,433.00
Employee Benefits	3000-3999	5,381.23	5,298.52	6,573.84	6,458.04	6,563.38	1,804.12	61,063.98	79,778.00
Materials and Supplies	4000-4999	24,500.09	33,458.24	46,584.41	33,089.54	13,653.84	36,886.84	382,812.20	411,878.00
Grants	5000-5999	1,679.77	479.91	2,441.60	1,602.58	110.67	3,160.20	16,031.82	24,641.00
Capital Outlay	6000-6599						10,275.07	10,275.07	10,300.00
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		41,536.36	48,429.97	67,905.18	53,482.37	32,940.47	58,092.90	593,689.19	653,030.00
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	1,479.74	.00	.00	.00	.00	1,479.74	
(continued)									

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

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599						12,803.98	10,051.89	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	12,803.98	10,051.89	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	1,479.74	.00	.00	.00	12,803.98	11,531.63	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		41,536.36	167,406.57	65,768.31	53,482.37	105,446.63	21,541.78	19,705.77	3,441.00
<b>F. ENDING CASH (A + E)</b>									
		134,818.90	32,587.67	98,355.98	44,873.61	150,320.24	171,862.02		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-164-



Fund 17 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>	9110		2,997,389.10	2,997,389.10	2,997,389.10	3,002,687.11	3,002,687.11	3,002,687.11	
<b>B. RECEIPTS</b>									
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					5,298.01		5,386.59	
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	5,298.01	.00	5,386.59	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Materials 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									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299				5,298.01	5,298.01-			
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	5,298.01	5,298.01-	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 17 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	5,298.01	5,298.01-	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			.00	.00	5,298.01	.00	.00	5,386.59	
<b>F. ENDING CASH (A + E)</b>			2,997,389.10	2,997,389.10	3,002,687.11	3,002,687.11	3,002,687.11	3,008,073.70	
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-166-



Fund 17 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	3,008,073.70	3,008,073.70	3,013,653.53	3,013,653.53	3,013,653.53	3,021,838.60		
<b>B. RECEIPTS</b>									
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		5,579.83			8,185.07		24,449.50	16,266.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	5,579.83	.00	.00	8,185.07	.00	24,449.50	16,266.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Materials and Supplies	4000-4999								
Utilities	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 17 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		.00	5,579.83	.00	.00	8,185.07	.00	24,449.50	16,266.00
<b>F. ENDING CASH (A + E)</b>		<b>3,008,073.70</b>	<b>3,013,653.53</b>	<b>3,013,653.53</b>	<b>3,013,653.53</b>	<b>3,021,838.60</b>	<b>3,021,838.60</b>		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-168-



Fund 25 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>	9110		385,256.29	381,931.29	261,033.04	279,711.93	278,351.93	278,084.15	
<b>B. RECEIPTS</b>									
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			32,842.32	18,318.86	627.81		576.05	
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	32,842.32	18,318.86	627.81	.00	576.05	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Materials and Supplies	4000-4999			1,904.29					
Contracts	5000-5999			63,600.00	267.78	1,360.00	267.78	2,829.43	
Capital Outlay	6000-6599								
Other Outgo	7000-7499							105,223.78	
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	65,504.29	267.78	1,360.00	267.78	108,053.21	
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299				627.81	627.81-			
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	627.81	627.81-	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 25 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	91,561.28	3,325.00-	88,236.28-					
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		91,561.28	3,325.00-	88,236.28-	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		91,561.28	3,325.00-	88,236.28-	627.81	627.81-	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			3,325.00-	120,898.25-	18,678.89	1,360.00-	267.78-	107,477.16-	
<b>F. ENDING CASH (A + E)</b>									
			381,931.29	261,033.04	279,711.93	278,351.93	278,084.15	170,606.99	
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-170-



Fund 25 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	170,606.99	161,923.21	282,429.28	285,914.84	285,329.16	329,605.93		
<b>B. RECEIPTS</b>									
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		122,091.86	3,726.00		44,276.77	92,520.56	129,939.11	174,685.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	122,091.86	3,726.00	.00	44,276.77	92,520.56	129,939.11	174,685.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Supplies	4000-4999	6,219.48	1,585.79					9,709.56	10,000.00
Fees	5000-5999	2,464.30		240.44	585.68		1,837.50	73,452.91	100,000.00
Capital Outlay	6000-6599						103,731.49	103,731.49	152,000.00
Other Outgo	7000-7499							105,223.78	105,224.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		8,683.78	1,585.79	240.44	585.68	.00	105,568.99	292,117.74	367,224.00
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 25 - Actuals through June								Fiscal Year 2015/16	
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599						105,568.99	14,007.71	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	105,568.99	14,007.71	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	105,568.99	14,007.71	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		8,683.78-	120,506.07	3,485.56	585.68-	44,276.77	92,520.56-	148,170.92-	192,539.00-
<b>F. ENDING CASH (A + E)</b>		161,923.21	282,429.28	285,914.84	285,329.16	329,605.93	237,085.37		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-172-



Fund 35 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>	9110		4,927.57-	4,927.57-	4,927.57-	4,936.40-	8.83-	.00	
<b>B. RECEIPTS</b>									
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							8.85-	
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	8.85-	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
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									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310	4,927.57-				4,927.57			
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		4,927.57-	.00	.00	.00	4,927.57	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 35 - Actuals through June		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
<b>Liabilities and Deferred Inflows</b>								
Accounts Payable	9500-9599				8.83-		8.83	
Due To Other Funds	9610							
Current Loans	9640							
Unearned Revenues	9650							
Deferred Inflows of Resrcs	9690							
Undefined Objects								
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	8.83-	.00	8.83	.00
<b>Nonoperating</b>								
Suspense Clearing	9910							
<b>TOTAL BALANCE SHEET ITEMS</b>		4,927.57-	.00	.00	8.83-	4,927.57	8.83	.00
<b>E. NET INCREASE/DECREASE</b>								
B - C + D			.00	.00	8.83-	4,927.57	8.83	8.85-
<b>F. ENDING CASH (A + E)</b>			4,927.57-	4,927.57-	4,936.40-	8.83-	.00	8.85-
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>								

-174-



Fund 35 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	8.85-	17.70-	17.70-	17.70-	17.70-	17.70-		
<b>B. RECEIPTS</b>									
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	8.85-					17.70		
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		8.85-	.00	.00	.00	.00	17.70	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
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									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310							4,927.57	
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	4,927.57	
(continued)									

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

ESCAPE ONLINE

Fund 35 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	4,927.57	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		8.85	.00	.00	.00	.00	17.70	4,927.57	.00
<b>F. ENDING CASH (A + E)</b>		17.70	17.70	17.70	17.70	17.70	.00		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-176-



Fund 56 - Actuals through June

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December
<b>A. BEGINNING CASH</b>	9110		.00	.00	.00	.00	.00	.00
<b>B. RECEIPTS</b>								
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								
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00
<b>C. DISBURSEMENTS</b>								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999							
Employee Benefits	3000-3999							
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								
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00
<b>D. BALANCE SHEET ITEMS</b>								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	1,248,727.02-						
Accounts Receivable	9200-9299							
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
<b>SUBTOTAL ASSETS</b>		1,248,727.02-	.00	.00	.00	.00	.00	.00
(continued)								

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

ESCAPE ONLINE

Fund 56 - Actuals through June		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	.00
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		1,248,727.02	.00	.00	.00	.00	.00	.00	.00
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			.00	.00	.00	.00	.00	.00	.00
<b>F. ENDING CASH (A + E)</b>			.00	.00	.00	.00	.00	.00	.00
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-178-



Fund 56 - Actuals through June

Fiscal Year 2015/16

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	.00	.00	.00	.00	.00	.00		
<b>B. RECEIPTS</b>									
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									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
s and Supplies	4000-4999								
ces	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 56 - Actuals through June		Fiscal Year 2015/16							
	Object	January	February	March	April	May	June	Total	Budget
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<u>Nonoperating</u>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		.00	.00	.00	.00	.00	.00	.00	
<b>F. ENDING CASH (A + E)</b>		.00	.00	.00	.00	.00	.00	.00	.00
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-180-



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

**SUBJECT:** Cashflow Summary Report for 2016-17  
(thru July 2016)

**MEETING:** August 17, 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 Cashflow Summary Report – 2016-2017 Fiscal Year (as of July 31, 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:



\_\_\_\_\_  
Russell Miller  
Interim Chief Business Official

Approved:



\_\_\_\_\_  
Daniel R. Moirao, Ed.D.  
Superintendent

Fund 01 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		.00						
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019		2,047,738.00					2,047,738.00	17,185,806.00
Property Taxes	8020-8079		2,186.59					2,186.59	5,654,000.00
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599		132,497.85					132,497.85	1,238,681.00
Other Local Revenues	8600-8799		350.00-					350.00-	722,939.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								1,565,850.00
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	2,182,072.44	.00	.00	.00	.00	2,182,072.44	26,367,276.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999		114,859.47					114,859.47	10,232,073.00
Classified Salaries	2000-2999		140,752.49					140,752.49	3,044,947.00
Employee Benefits	3000-3999		114,915.54					114,915.54	4,568,375.00
Books and Supplies	4000-4999		102,582.23					102,582.23	
Capital Outlay	5000-5999		372,263.43					372,263.43	4,663,177.09
Other Outgo	6000-6599								336,122.00
Interfund Transfers Out	7000-7499		5,583.00					5,583.00	1,624,530.00
All Other Financing Uses	7600-7629								
Undefined Objects	7630-7699								
<b>TOTAL DISBURSEMENTS</b>		.00	850,956.16	.00	.00	.00	.00	850,956.16	26,013,341.00
<b>D. BALANCE SHEET ITEMS</b>									
<b>Assets and Deferred Outflows</b>									
Cash Not In Treasury	9111-9199		246,543.38-					246,543.38-	
Accounts Receivable	9200-9299		132,992.29					132,992.29	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330		42,483.94					42,483.94	
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	71,067.15-	.00	.00	.00	.00	71,067.15-	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 1, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)



Fund 01 - Actuals through July		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599		1,356,425.14-					1,356,425.14-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	1,353,390.14-	.00	.00	.00	.00	1,353,390.14-	
<b>Nonoperating</b>									
Suspense Clearing	9910		3,035.00					3,035.00	
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	1,424,457.29-	.00	.00	.00	.00	1,424,457.29-	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			93,341.01-	.00	.00	.00	.00	93,341.01-	353,935.00
<b>F. ENDING CASH (A + E)</b>			93,341.01-						
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-183-

Fund 11 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		.00						
<b>B. RECEIPTS</b>									
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								78,500.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	78,500.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
es	5000-5999								
il Outlay	6000-6599								61,307.00
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	78,500.00
<b>D. BALANCE SHEET ITEMS</b>									
<b>Assets and Deferred Outflows</b>									
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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 1, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE



Fund 11 - Actuals through July		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599		1,326.36-					1,326.36-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	1,326.36-	.00	.00	.00	.00	1,326.36-	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	1,326.36-	.00	.00	.00	.00	1,326.36-	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			1,326.36-	.00	.00	.00	.00	1,326.36-	
<b>F. ENDING CASH (A + E)</b>			1,326.36-						.00
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-185-

Fund 13 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		.00						
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								455,000.00
Other State Revenues	8300-8599								36,500.00
Other Local Revenues	8600-8799								164,971.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	656,471.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999		2,298.56					2,298.56	143,216.00
Employee Benefits	3000-3999		1,171.16					1,171.16	98,501.00
Fuel and Supplies	4000-4999		20.91						
Grants	5000-5999		1,207.00					1,207.00	17,341.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	4,697.63	.00	.00	.00	.00	4,697.63	656,471.00
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 1, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE



Fund 13 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599		7,514.92-					7,514.92-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	7,514.92-	.00	.00	.00	.00	7,514.92-	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	7,514.92-	.00	.00	.00	.00	7,514.92-	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			12,212.55-	.00	.00	.00	.00	12,212.55-	.00
<b>F. ENDING CASH (A + E)</b>			12,212.55-						
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-187-

Fund 17 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		.00						
<b>B. RECEIPTS</b>									
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								16,266.00
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	16,266.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Printing and Supplies	4000-4999								
Utilities	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 1, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE



Fund 17 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>E. NET INCREASE/DECREASE</b>			.00	.00	.00	.00	.00	.00	
B - C + D			.00	.00	.00	.00	.00	.00	16,266.00
<b>F. ENDING CASH (A + E)</b>			.00						
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-189-

Fund 25 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		.00						
<b>B. RECEIPTS</b>									
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								174,685.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	174,685.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Stipends	5000-5999								59,461.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								105,224.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	174,685.00
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 1, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE



Fund 25 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599		105,568.99-					105,568.99-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	105,568.99-	.00	.00	.00	.00	105,568.99-	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	105,568.99-	.00	.00	.00	.00	105,568.99-	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			105,568.99-	.00	.00	.00	.00	105,568.99-	.00
<b>F. ENDING CASH (A + E)</b>			105,568.99-						
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-191-

Fund 56 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>A. BEGINNING CASH</b>	9110		.00						
<b>B. RECEIPTS</b>									
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									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
B - and Supplies	4000-4999								
S -	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<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									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 1, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE



Fund 56 - Actuals through July

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			.00	.00	.00	.00	.00	.00	.00
<b>F. ENDING CASH (A + E)</b>			.00						.00
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

-193-

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

**SUBJECT:** Interdistrict Tracking Information

**MEETING:** August 17, 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
- X   Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The numbers of interdistrict transfers coming into the district as well as leaving have been tracked starting with the 2010-2011 school year. The number noted in the parentheses were approvals due to the fact a parent worked in the district where the student was requested to attend school (Allen Bill). The other areas of approve were: child care, safety, another district offered courses we did not, and child had already been attending the district of request.

Recommendation:

This is an information item only.

Fiscal Impact:

The amount of the student requesting transfers out of the district varies each year depending on the number of requests approved.

Submitted By:



Daniel R. Moirao, Ed.D.  
Superintendent

Approved:



Daniel R. Moirao Ed.D.  
Superintendent



## SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT INTERDISTRICT TRANSFERS

Grade	Students Transferred In							Grade	Students Transferred Out						
	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17		2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
9 <sup>th</sup>	0		1					9 <sup>th</sup>	30 (26)	31 (22)	19 (18)	25 (22)	16 (15)	30 (21)	14 (8)
10 <sup>th</sup>	1							10 <sup>th</sup>	27 (21)	23 (17)	18 (11)	8 (8)	9 (7)	20 (15)	13 (10)
11 <sup>th</sup>		1	1					11 <sup>th</sup>	15 (13)	19 (13)	14 (14)	16 (11)	4 (3)	24 (20)	11 (8)
12 <sup>th</sup>	2	1				1		12 <sup>th</sup>	19 (8)	16 (6)	13 (7)	14 (12)	9 (5)	17 (9)	13 (11)
<b>Total</b>	<b>3</b>	<b>2</b>	<b>2</b>			<b>1</b>			<b>91 (68)</b>	<b>89 (58)</b>	<b>64 (50)</b>	<b>63 (53)</b>	<b>38 (30)</b>	<b>91 (65)</b>	<b>52 (38)</b>
								<b>MCOE</b>							
								9 <sup>th</sup>	0	0	0	0	0	0	0
								10 <sup>th</sup>	1	3	0	0	0	1	0
								11 <sup>th</sup>	2	2	0	0	0	0	0
								12 <sup>th</sup>	2	4	0	0	0	1	0
<b>Total</b>									<b>5</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>

### Interdistrict Requests Denied

2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
31	23	2	3	2	1	0

9 requests in the 2010-11 school year were approved to attend another district because the parent requested the student attend a school which was not in Program Improvement.

1 request in the 2011-12 school year were approved to attend another district because the parent requested the student attend a school which was not in Program Improvement.

1 request in the 2012-13 school year was approved to attend another district because the parent requested the student attend a school which was not in Program Improvement.

9 requests in the 2013-14 school year were approved to attend another district because of: child care, student safety, district provided courses which were not offered in our district, child was already attending school in the district of request.

8 requests in the 2014-15 school year were approved to attend another district because of: child care, student safety, always attend the district of request, other programs offered which were not available in our district.

26 requests in the 2015-16 school year were approved to attend another district because of: child care, student safety, medical issues, other programs offered which were not available in our district, remodeling at Villa Camphora in Soledad, recommendation from doctor (numerous medical appts.), lives in an area we do not provide transportation, family just moved approved to attend another district for the current semester only.

14 Requests in the 2016-17 school year were approved to attend another district because of: child care, always attended the district of request, other programs offered which were not available in our district, remodeling of Villa Camphora, lives in an area we do not provide transportation.

(#) indicates Allen Bill interdistricts (parents work within other district boundaries).

### STUDENTS WHO WERE APPROVED TO ATTEND ANOTHER SCHOOL DISTRICT – PARENTS EMPLOYED IN THE RECEIVING DISTRICT

Grade	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
9 <sup>th</sup>	26	22	18	22	15	21	8
10 <sup>th</sup>	21	17	11	8	7	15	11
11 <sup>th</sup>	13	13	14	11	3	20	8
12 <sup>th</sup>	8	6	7	12	5	9	11
<b>Total</b>	<b>68</b>	<b>58</b>	<b>50</b>	<b>53</b>	<b>30</b>	<b>65</b>	<b>38</b>

All of these were included in the original numbers  
As of August 2, 2017

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

**SUBJECT:** Board Policies -First Reading

**MEETING:** August 17, 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
<u>  X  </u>	Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

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

BP 2121 – Superintendents Contract  
AR 3314 – Payment for Goods and Services  
AR 3515.5 – Sex Offender Notification  
BP 4030 – Nondiscrimination in Employment  
AR 4112 – Appointment and Conditions of Employment  
BP 4112.21 – Interns  
BP 4112.23 (1) – Special Education Staff  
E 4112.9 – Employee Notification  
BP 4117.13 – Early Retirement Option  
AR 5141.4 (1) – Child Abuse Prevention Reporting  
BP 5146 – Married Pregnant Parenting Students  
AR 6158 – Independent Study  
AR 6171 – Title I Programs  
BB 9321 – Closed Session Purposes and Agendas  
E 9323.2 – Actions By the Board

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.  
Superintendent

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



Administration

Superintendent's Contract

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 - Goals for the School District)  
(cf. 2120 - Superintendent Recruitment and Selection)  
(cf. 4312.1 - Contracts)  
(cf. 9000 - Role of the Board)

In approving employment contracts with the Superintendent, the Governing Board wishes to encourage the Superintendent's long-term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.

*(cf. 2120 - Superintendent Recruitment and Selection)*  
*(cf. 4312.1 - Contracts)*  
*(cf. 9000 - Role of the Board)*

The Board shall designate a representative to negotiate with the Superintendent on its behalf and shall consult legal counsel to draft the contract document.

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position

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

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's

provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

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

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment



~~The Board shall deliberate in closed session about the terms of the contract, except that salary or other compensation shall be discussed in public at a regular meeting. (Government Code 54956, 54957)~~

~~(cf. 9320—Meetings and Notices)~~

~~(cf. 9321—Closed Session Purposes and Agendas)~~

~~(cf. 9321.1—Closed Session Actions and Reports)~~

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

**The Board may deliberate about terms of the contract in closed session at a regular meeting. Discussions regarding the salary, salary schedule, or other compensation may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. (Government Code 54956, 54957, 54957.6)**

**The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.**

**(cf. 9320 - Meetings and Notices)**

**(cf. 9321 - Closed Session Purposes and Agendas)**

**(cf. 9321.1 - Closed Session Actions and Reports)**

Terms of the contract shall remain confidential until the ratification process commences.

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

The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.

*(cf. 2140 - Evaluation of the Superintendent)*

Termination of Contract

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

Management Resources:

CSBA PUBLICATIONS



Superintendent Contract Template, 2015

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

(11/04 11/11) 12/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

## AR 3314 Business and Noninstructional Operations

**Payment For Goods And Services**

## Payment for Construction Contracts

Payment on any contract for the creation, construction, alteration, repair, or improvement of any district property or facility or other public works project shall be made in accordance with the estimates, process, and/or schedule approved by the Governing Board.

The Superintendent or designee progress payments with a written statement of why the request is not proper. (Public Contract Code 20104.50)

As necessary, the Superintendent or designee as actual work is completed or materials are delivered. When a payment request is properly submitted by a contractor, any undisputed portion of the payment request shall be paid within 30 days. If the Superintendent or designee determines any payment request to be improper, he/she shall return the payment request to the contractor with a written statement of reasons why the request is not proper. (Public Contract Code 9203, 20104.50)

*(cf. 3312 - Contracts)*

The district may withhold up to five percent of the proceeds due to the contractor until completion and acceptance of the project. (Public Contract Code 7201)

The proceeds to be withheld by the district may exceed five percent when the Board has made a finding, prior to the bid and during a properly noticed and regularly scheduled **public** meeting, that the project is substantially complex and requires a higher retention amount than five percent. In such cases, the Board's finding **shall include a description of the specific project and why it is a unique project that is not regularly, customarily, or routinely performed by the district or licensed contractors. The bid documents shall include details explaining the basis for the finding** and the actual amount to be withheld shall be included in the bid documents. (Public Contract Code 7201)

*(cf. 3311 - Bids)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9324 - Minutes and Recordings)*

At any time after 50 percent of the work has been completed, the Board may release the withheld proceeds if it finds that satisfactory progress is being made. (Public Contract Code 9203)

Proceeds withheld by the district from payments to contractors for public works contracts shall be released within 60 days after the construction or improvement is completed. In the event of a dispute between the district and the contractor, the district may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. (Public Contract Code 7107)



(10/93 7/07) 11/11

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

## Business and Noninstructional Operations

## Sex Offender Notification

The Superintendent or designee shall develop a plan for receiving and communicating information about registered sex offenders residing within district boundaries. He/she shall ensure, at a minimum that the following components are part of the plan:

1. The Superintendent or designee shall appoint a staff member to serve as liaison with law enforcement regarding these matters.
2. The Superintendent or district liaison shall, at the beginning of each school year, contact local law enforcement to coordinate the receipt of information. Law enforcement shall be informed that all notifications and correspondence should be directed to the liaison as well as the individual school sites. A letter shall be sent annually to local law enforcement, identifying the name, phone number, and address of the liaison.
3. The Superintendent or district liaison shall collaborate with law enforcement in order to alert children to the dangers of sex offenders, develop a system for distributing information about sex offenders, and train school staff and parents/guardians about the roles and responsibilities of both the district and law enforcement.
4. The Superintendent or liaison shall, at the beginning of each school year, notify parents/guardians of the district's willingness and intention to work with law enforcement on this matter and shall explain the appropriate roles and responsibilities of both the district and law enforcement.

This communication shall also explain:

- a. The reporting requirements pursuant to Penal Code 290 and 290.45, including the fact that law enforcement is the agency best able to assess the relative danger of a sex offender
  - b. The ability of the parents/guardians to contact law enforcement for additional information and to view the information on the Megan's Law Internet website
5. When law enforcement notifies the district of the residency or employment of a sex offender within district boundaries, the Superintendent or district liaison shall consult with law enforcement about the appropriate scope of the disclosure. When authorized by law enforcement, the Superintendent or liaison may disclose information about a sex offender to the following staff:



- a. The principal of the school which is in the attendance area of the sex offender's residence or place of employment
- b. Teachers and classified personnel at that school, including staff responsible for visitor registration

*(cf. 1250 - Visitors/Outsiders)*

- c. Principals and staff at adjacent schools, as appropriate
  - d. Security staff
  - e. Bus drivers
  - f. Yard supervisors
6. Any staff member who receives information directly from law enforcement regarding registered sex offenders shall immediately contact the Superintendent or liaison in order to help ensure that the district is able to respond appropriately.
  7. If an identified sex offender is seen on or near school grounds or around any student, staff shall immediately contact the district liaison. A staff member may also inform local law enforcement.

#### Notification to Parents/Guardians

When law enforcement has determined that parents/guardians should be notified regarding the presence of a sex offender in the community, the Superintendent or district liaison shall collaborate with local law enforcement in order to determine an appropriate response. This response may include:

1. An article in a school or parent council newsletter notifying parents/guardians that law enforcement information about registered sex offenders is available at the local law enforcement agency headquarters and/or at the school office. This article shall encourage parents/guardians to contact local law enforcement and access the Department of Justice's Megan's Law Internet website for additional information.
2. A mailing, at law enforcement's expense, prepared by law enforcement, and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders. This notification shall encourage parents/guardians to contact local law enforcement and access the Department of Justice's Megan's Law Internet website for additional information.

3. A mailing of a letter, at district expense, prepared by law enforcement and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offenders. This notification shall encourage parents/guardians to contact

local law enforcement and access the Department of Justice's Megan's Law Internet website for additional information.

**Whenever the principal has granted permission to a person who is required to register as a sex offender pursuant to Penal Code 290 to come into a school building or upon school grounds to volunteer at the school, he/she shall notify the parent/guardian of each student at that school, at least 14 days in advance using one of the methods specified in Education Code 48981, that a registered sex offender has been granted such permission, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. (Penal Code 626.81)**

(cf. 1240 - Volunteer Assistance)

(cf. 5145.6 - Parental Notifications)

(2/98 11/05) 5/16

(6/97 2/98) 11/05

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

First Reading: August 17, 2016

Adopted:

King City, California



## Personnel

### Nondiscrimination In Employment

The Governing Board is determined to provide district employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation, **or association with a person or group with one or more of these actual or perceived characteristics.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

(cf. 4032 - Reasonable Accommodation)  
(cf. 4154/4254/4354 - Health and Welfare Benefits)

Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

(cf. 4033 - Lactation Accommodation)

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

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

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the district's complaint procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the ~~State Administrator~~/Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.

The ~~State Administrator~~/Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The State Administrator/Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

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

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2



11019 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

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

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

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

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

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

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

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

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

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

June 1999

WEB SITES

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

(3/12 11/12) 12/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

## Personnel

### Appointment And Conditions Of Employment

~~\*\*\*Note:—The following optional regulation summarizes the legal conditions for appointment of certificated staff.—The list below should be modified to reflect any additional conditions as determined by the Governing Board and upon consultation with legal counsel.\*\*\*~~

Upon recommendation from the Superintendent or designee, the Governing Board shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

(cf. 4111/4211/4311 - Recruitment and Selection)  
(cf. 4121 - Temporary/Substitute Personnel)

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy (Education Code 44250-44279, 44330)

(cf. 4112.2 - Certification)  
(cf. 4112.21 - Interns)

2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)

3. Submit to fingerprinting as required by law (Education Code 44830.1)

4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)  
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

5. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)

6. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)

(cf. 3515.5 - Sex Offender Notification)



7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)

8. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)

9. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

~~\*\*\*Note: Optional item #10 below is for use by districts that require pre-employment drug and alcohol testing for employees.\*\*\*~~

10. Submit to drug and alcohol testing as required by Board policy

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

11. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)

12. File the oath or affirmation of allegiance required by Government Code 3100-3109

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

13. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

Legal Reference:

EDUCATION CODE

35161 Powers and duties

44008 Effect of termination of probation

44009 Conviction of specified crimes; definitions

44010 Sex offense

44011 Controlled substance offense

44066 Limitation on certification requirements

44250-44277 Credential types

44330 Effect of registration of certification document

44830.1 Felons; certificated positions; criminal record summary; fingerprints

44836 Employment of person convicted of sex offenses or controlled substance offenses

44837 Employment of sexual sociopath

44838 Statement of military service

44839 Medical certificate

44839.5 Medical certificate for retirant

49406 Examination for tuberculosis

GOVERNMENT CODE

3100-3109 Oaths or affirmations of allegiance for disaster service workers and public employees

12940-12950 Unlawful employment practices

PENAL CODE

290 Registration of sex offenders

290.95 Disclosure by persons required to register as sex offenders

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

WELFARE AND INSTITUTIONS CODE

6300-6332 Sexual psychopaths

CODE OF REGULATIONS, TITLE 5

6100-6125 Teacher qualifications, No Child Left Behind Act

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

(3/02 7/04) 5/16

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT.

First Reading: August 17, 2016

Adopted:

King City, California



## Personnel

## Interns

The district may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching English Language Learners)

(cf. 4112.23 - Special Education Staff)

The district may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a district intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The ~~State Administrator~~/Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

(cf. 4111/4211/4311 - Recruitment and Selection)

The ~~State Administrator~~/Superintendent or designee shall ensure that any intern employed by the district possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential. (Education Code 44454, 44325, 44326, 44830.3)

(cf. 4113 - Assignment)

~~An intern may be assigned to teach core academic subjects, as defined in law, if he/she meets the definition of a "highly qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)~~

(cf. 4112.24 ~~Teacher Qualifications Under the No Child Left Behind Act~~)

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable.

(cf. 4116 - Probationary/Permanent Status)  
(cf. 4141/4241 - Collective Bargaining Agreement)

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The ~~State Administrator~~/Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 - Staff Development)  
(cf. 4131.1 - Teacher Support and Guidance)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

Upon receiving notification from the ~~State Administrator~~/Superintendent or designee that an intern has successfully completed the program, the Governing Board may recommend to the CTC that the intern be awarded a preliminary credential. (Education Code 44328, 44468, 44830.3)

The Board shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the ~~State Administrator~~/Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

44225 Credentials, responsibilities of Commission on Teacher Credentialing

44225.7 Priority for hiring fully prepared teacher

44253.3-44253.4 Certificate to provide services to English learners

44253.10 Qualifications to provide specially designed academic instruction in English

44259 Minimum requirements for teaching credential



44314 Diversified or liberal arts program  
44321 CTC approval of intern programs  
44325-44328 District interns  
44339-44341 Teacher fitness  
44450-44468 Teacher Education Internship Act of 1967 (university interns)  
44830.3 Employing district interns  
44885.5 District interns classified as probationary employees  
CODE OF REGULATIONS, TITLE 5  
6100-6126 No Child Left Behind teacher requirements  
80021.1 Provisional internship permit  
80033 Intern teaching credential  
80055 Intern credential, extension for extenuating circumstances  
UNITED STATES CODE, TITLE 20  
6319 Highly qualified teachers  
7801 Definitions, highly qualified teacher

7801 Note Applicability of federal regulation defining interns as highly qualified teachers  
COURT DECISIONS  
Renee v. Duncan, 686 F.3d 1002 (2012)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-840 Early Completion Option

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013

California Standards for the Teaching Profession, October 2009

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Administrator's Assignment Manual, 2008

Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, Coded Correspondence 08-03, March 3, 2008

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. October 5, 2006

WEB SITES

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

Commission on Teacher Credentialing, Interns: <http://www.ctc.ca.gov/educator-prep/intern>

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

(7/07 11/08) 8/14

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 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: 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 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 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 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 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 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 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 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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

300.8 Definition of autism

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>

(11/10 10/15) 5/16

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

Personnel

Employee Notifications

I. To All Employees

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

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

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

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

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

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

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

When/Whom to Notify: To all employees



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

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

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

**Education or Other** Legal Code: Health and Safety Code 1797.196  
Board Policy/Administrative Regulation #: AR 5141  
Subject: Proper use of AED; location of all AEDs on campus, **sudden cardiac arrest, school's  
emergency response plan**

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

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

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

When/Whom to Notify: To covered employees and former employees  
Legal Code: Labor Code 2800.2  
Board Policy/Administrative Regulation #: AR4154/4254/4354  
Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement  
encouraging careful examination of options before declining coverage

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

When/Whom to Notify: Prior to beginning employment  
Legal Code: Penal Code 11165.7, 11166.5  
Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

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

Legal Code: Unemployment Insurance Code 2613

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

Subject: Disability insurance rights and benefits

When/Whom to Notify: Annually to all employees

Legal Code: 5 CCR 4622

Board Policy/Administrative Regulation #: AR 1312.3

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

When/Whom to Notify: To all employees

Legal Code: Education Code 49414

Board Policy/Administrative Regulation #: AR 5141.21

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

When/Whom to Notify: To all employees

Legal Code: Education Code 49414.7

Board Policy/Administrative Regulation #: AR 5141.21

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

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

Legal Code: 29 CFR 825.300

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

Subject: Benefits through Family and Medical Leave Act

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

Legal Code: 34 CFR 104.8, 106.

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

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

When/Whom to Notify: Annually to all employees

Legal Code: 40 CFR 763.84, 763.93

Board Policy/Administrative Regulation #: AR3514

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



response actions planned or in progress

## II. To Certificated Employees

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

Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

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

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

Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: Postretirement compensation limitation

When/Whom to Notify: To certificated employees

Legal Code: Education Code 35171

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

Subject: District regulations related to performance evaluations

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

Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

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

Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

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

Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

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

When/Whom to Notify: To certificated employees upon employment

Legal Code: Education Code 44916

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

Subject: Employment status and salary

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

Legal Code: Education Code 44929.21

Board Policy/Administrative Regulation #: AR 4117.6

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause

Legal Code: Education Code 4493

Board Policy/Administrative Regulation #: AR 4117.4, AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct

Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of deficiency and opportunity to correct

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

Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of intent to dismiss 30 days from notice

When/Whom to Notify: To probationary employees 30 days prior to dismissal, or not later than March 15 for second- year probationary employees

Legal Code: Education Code 44948.3

Board Policy/Administrative Regulation #: AR 4117.4

Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15

Legal Code: Education Code 44948.5

Board Policy/Administrative Regulation #: AR 4117.4

Subject: Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Legal Code: Education Code 44949, 44955

Board Policy/Administrative Regulation #: BP 4117.3

Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination



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

Legal Code: Education Code 44954

Board Policy/Administrative Regulation #: BP 4121

Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when student engages in or is reasonably suspected of specified acts

Legal Code: Education Code 49079

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Legal Code: 5 CCR 80303

Board Policy/Administrative Regulation #: AR 4117.7

Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

### III. To Classified Employees

When/Whom to Notify: To teachers when school is identified for Title I program improvement restructuring

Legal Code: 20 USC 6316

Board Policy/Administrative Regulation #: AR 0520.2

Subject: School identified for restructuring opportunity to comment and participate

When/Whom to Notify: To classified employee charged with mandatory leave of absence offense, in merit system district

Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of intent to dismiss in 30 days

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district

Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of charges, procedures, and employee rights

When/Whom to Notify: To classified employees, at least 45 days prior to layoff, or by April 29 if specially funded program is expiring

Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff and reemployment rights

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

Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To classified permanent employee whose leave is exhausted

Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment Legal Code: 49 CFR 382.601

Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy

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

Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Legal Code: 49 CFR 382.601

Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy

#### IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Legal Code: Education Code 44896



Board Policy/Administrative Regulation #: AR 4313.2  
Subject: Statement of the reasons for the release or reassignment

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

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

V. To Individual Employees Under Special Circumstances

**When/Whom to Notify: In the event of a breach of security of district records to affected employees**

**Education or Other Legal Code: Civil Code 1798.21**

**Board Policy/Administrative Regulation # BP 3580**

**Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies**

When/Whom to Notify: Prior to placing derogatory information in personnel file

Legal Code: Education Code 44031

Board Policy/Administrative Regulation #: AR 4112.6/4212.6 /4312.6

Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: Notice or training to employee with access to confidential information

Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime at workplace

Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: BP 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Legal Code: Penal Code 11105, 11105.2  
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5  
Subject: Copy of DOJ notification

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

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

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42  
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation  
Legal Code: 8 CCR 5191  
Board Policy/Administrative Regulation #: AR 3514.1  
Subject: Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substance in the work area, upon initial assignment and when new hazard is introduced into work area  
Legal Code: 8 CCR 5194  
Board Policy/Administrative Regulation #: AR 3514.1  
Subject: Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave  
Legal Code: 38 USC 4334  
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5  
Subject: Notice of rights, benefits, and obligations under military leave

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



When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee  
Legal Code: 29 CFR 825.300  
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8  
Subject: Rights and responsibilities re: use of FMLA; consequence of failure to meet obligations

When/Whom to Notify: Within five days of receiving information to determine if leave qualifies for FMLA  
Legal Code: 29 CFR 825.300  
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8  
Subject: Designation of leave as FMLA or non-FMLA; any requirement to use paid leave; any requirement for fitness- for-duty certification; any subsequent changes in designation notice

7/12

Exhibit SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

## Personnel

### Early Retirement Option

When it is beneficial to the district, the Governing Board may offer certificated employees the option to retire early in accordance with law.

#### Two Years of Service Credit Retirement Incentive

~~\*\*\*Note: Education Code 44929 allows districts to offer an additional two years of service credit as an incentive for early retirement.\*\*\*~~

As an incentive to early retirement for certificated employees participating in the State Teachers' Retirement System (STRS), the Board may offer such employees an additional two years of service credit. (Education Code 22714, 44929)

~~\*\*\*Note: Prior to adopting this incentive, Education Code 22714 requires the Board to determine that encouraging early retirement would be in the best interest of the district and result in net savings, as specified below. In addition, Education Code 22714 requires that the County Superintendent certify to the Superintendent of Public Instruction, who then must certify to STRS, that net savings can be demonstrated.\*\*\*~~

Before taking formal action to approve this service incentive, the Board shall determine that encouraging early retirement would be in the best interest of the district due to the curtailment of services or changes in the manner in which services are performed and that the retirement will result in a net savings to the district. The Board shall demonstrate and certify to the County Superintendent of Schools that the formal action taken would result in a net savings to the district. (Education Code 22714, 44929)

The Board may also consider the impact of the early retirement option on the staffing needs of district schools.

To be eligible for the two years of service credit option, the employee must have five or more years of service credit and must retire during a period of 60 to 120 days after the Board takes formal action to implement the option. (Education Code 22714)

~~\*\*\*Note: In addition to reimbursing related administrative costs to the STRS and the County Superintendent, the district must transmit to STRS amounts specified in Education Code 22714 and 44929.\*\*\*~~

In providing the early retirement option, the district shall meet all conditions as specified in Education Code 22714 and 44929.

Two + Two Retirement Incentive: 2 Years of Service Credit + 2 Years of Age Credit



~~\*\*\*Note: The following section is for use by districts that, prior to January 1, 2005, entered into a Memorandum of Understanding (MOU) with the district's employee organization or took Board action to grant an additional two years of age credit and two years of service credit (2+2) as an early retirement incentive. According to STRS, the MOU may have established one or more "window periods" that specify the dates by which an employee must retire in order to be eligible for the incentive. These "window periods" may allow for the 2+2 incentive option to be offered to employees after January 1, 2005, but only if the MOU or official Board action to establish the "window period" occurred prior to January 1, 2005, the date at which Education Code 22714.5 was repealed by its own terms. The following section should be deleted by districts that (1) did not take action to establish a "window period" prior to January 1, 2005 or (2) when such action was taken, did not establish a "window period" to allow this retirement incentive to apply to employees retiring after January 1, 2005 and established window periods in the future.\*\*\*~~

As an incentive to early retirement for certificated employees participating in the State Teachers' Retirement System, the Board may offer an additional two years of service credit and two years of age credit to employees who retire within the "window period" established by the Board in a Memorandum of Understanding or by Board action prior to January 1, 2005 pursuant to repealed Education Code 22714.5.

Legal Reference:

EDUCATION CODE

22714 Service credit under STRS; additional two years

44929 Service credit under STRS; additional two years

COURT DECISIONS

United Teacher of Los Angeles v. Los Angeles Unified School District (1994) 24 Cal.App. 4th 1510

Management Resources:

CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM PUBLICATIONS

Retirement Incentive Program, Frequently Asked Questions

WEB SITES

California State Teachers' Retirement System: <http://www.calstrs.com>

(3/04 7/06) 5/16

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

## Students

### Child Abuse Prevention And Reporting

~~\*\*\*Note: Pursuant to Education Code 44691, as amended by AB 1432 (Ch. 797, Statutes of 2014), the California Department of Education (CDE) is required to disseminate information to all school districts regarding the detection and reporting of child abuse and to provide guidance on the responsibilities of mandated reporters. See the CDE web site for information and resources.\*\*\*~~

#### Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person

~~\*\*\*Note: AB 1775 (Ch. 264, Statutes of 2014) amended Penal Code 11165.1 to revise the definition of sexual exploitation to also include knowingly downloading, streaming, or accessing through any electronic or digital media a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct.\*\*\*~~

2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)  
(cf. 5145.7 - Sexual Harassment)

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf. 3515.3 - District Police/Security Department)



~~\*\*\*Note: Education Code 44807 provides that physical control of a student under the conditions specified in item #3 below is not subject to criminal prosecution or penalties.\*\*\*~~

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)

4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)  
(cf. 5144 - Discipline)  
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)  
(cf. 6145.2 - Athletic Competition)

~~\*\*\*Note: Pursuant to Penal Code 11165.15, as added by AB 652 (Ch. 486, Statutes of 2013), the fact that a child is homeless or is classified as an unaccompanied minor, as defined in the federal McKinney-Vento Homeless Assistance Act (42 USC 11434a), is not, in and of itself, a sufficient basis for reporting child abuse or neglect.\*\*\*~~

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

~~\*\*\*Note: The following definition of "mandated reporters" does not list non-school persons (e.g., physicians, clergy members) who are also mandated to report suspected child abuse or neglect and may be revised to reflect additional positions applicable to the district as specified in Penal Code 11165.7.\*\*\*~~

~~\*\*\*Note: Penal Code 11165.7 clarifies that volunteers whose duties require direct contact with and supervision of children are not mandated reporters. However, the law encourages volunteers to obtain training in the identification and reporting of child abuse and neglect and to report known or suspected incidents of child abuse or neglect.\*\*\*~~

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators

and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

### Reportable Offenses

~~\*\*\*Note:—Penal Code 11166 specifies that a mandated reporter has a duty to report when acting in his/her professional capacity or within the scope of employment. When a mandated reporter is acting in a private capacity, like other private citizens, he/she has the discretion whether or not to make a report.\*\*\*~~

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

~~\*\*\*Note: Pursuant to Penal Code 152.3, it may be a misdemeanor, with specified exceptions, for a witness to not report a murder, rape, or lewd or lascivious act as defined in Penal Code 288 where the victim is under age 14. Persons who fail to report such offenses may be subject to a fine and/or imprisonment.\*\*\*~~

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

### Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance



of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

~~\*\*\*Note: Penal Code 11166.01 provides that it may be a crime, punishable by a fine and/or imprisonment, for a supervisor or administrator to knowingly inhibit or impede a mandated reporter from making a report.\*\*\*~~

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

~~\*\*\*Note: Penal Code 11165.9 specifies the agencies that are authorized to receive reports of suspected child abuse and neglect, as detailed in the following paragraph. The agency must accept a report even if it lacks subject matter or geographical jurisdiction to investigate the case; the agency is then responsible for referring the case to an agency with proper jurisdiction.\*\*\*~~

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

~~\*\*\*Note: It is recommended that the district's administrative regulation include the name, address, and phone number of the appropriate agencies in its area.\*\*\*~~

\_\_\_\_\_  
(Name of appropriate agency)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone number)

~~\*\*\*Note: The following paragraph is optional.\*\*\*~~

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

## 2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

~~\*\*\*Note: Pursuant to Penal Code 11168, the Department of Justice form shall be distributed by the police department, sheriff's department, county probation department, or county welfare department as appropriate and is available on the Department of Justice's web site. It may also be made available at the district office or school site. The following optional paragraph should be revised to reflect district practice.\*\*\*~~

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

~~\*\*\*Note: Penal Code 11167 requires the mandated reporter to give his/her name when reporting known or suspected child abuse. However, the reporter's name and the report are confidential and are only disclosed in limited circumstances provided by law.\*\*\*~~

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)



The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

~~\*\*\*Note: Item #3 below is optional and may be revised to reflect district practice. Pursuant to Penal Code 11166, school districts may establish internal reporting procedures encouraging employees to notify supervisors and administrators of reports that are made. These internal procedures must not inhibit or impede immediate and direct reporting by employees to appropriate agencies. Penal Code 11166 prohibits internal procedures from requiring the employee to make a report to the district or requiring that the identity of the mandated reporter be disclosed to the district.\*\*\*~~

### 3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

### Training

~~\*\*\*Note: As amended by AB 1432 (Ch. 797, Statutes of 2014), Education Code 44691 and Penal Code 11165.7 require districts to annually train their employees and any other mandated reporters working on their behalf regarding the duties of mandated reporters. Education Code 44691, as amended, also requires the CDE to develop an online training module to be provided to the California Department of Social Services for use by districts.\*\*\*~~

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal

Code 11165.7)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

~~\*\*\*Note: Education Code 44691 requires school districts to use the online training module provided by the California Department of Social Services. However, if the online training module is not used, the Superintendent or designee is required to report to the CDE regarding the training being used in its place.\*\*\*~~

The Superintendent or designee shall use the online training module provided by the California Department of Social Services (Education Code 44691) **or other district/state approved program.**

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

~~\*\*\*Note: Education Code 44691, as amended by AB 1432 (Ch. 797, Statutes of 2014), requires districts to develop a process by which all persons required to receive training must provide proof of receiving the training (e.g., the use of a sign in sheet, submission of a certificate of completion). The following paragraph may be revised to reflect district practice.\*\*\*~~

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

~~\*\*\*Note: The following optional paragraph may be revised to reflect district practice. Education Code 44691, as amended by AB 1058 (Ch. 748, Statutes of 2015), encourages districts to provide training to all school employees, at least once every three years, on the prevention of child abuse on school grounds, by school personnel, or in school sponsored programs. As amended, Education Code 44691 also requires the CDE to establish best practices for prevention of abuse and to provide links on its web site to training resources.\*\*\*~~

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

Victim Interviews by Social Services

~~\*\*\*Note: Penal Code 11174.3 authorizes a representative from the Department of Social Services or another government agency investigating suspected child abuse or neglect to~~



~~neglect that occurred at home or in an out-of-home care facility. However, there is no clear guidance regarding the procedures to be followed if a social worker is accompanied by law enforcement. In *Greene v. Camreta*, the 9th Circuit Court of Appeals had ruled that, absent exigent circumstances, a social worker and sheriff could not question a student in school without obtaining a warrant, court order, or parent/guardian consent. Subsequently, that ruling was vacated by the U.S. Supreme Court on appeal (*Camreta v. Greene*) since the case was then moot. Districts should proceed with caution and consult with legal counsel as necessary.\*\*\*~~

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

#### Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

#### Parent/Guardian Complaints

~~\*\*\*Note: Education Code 48987 requires the district to disseminate guidelines, upon request,~~

~~advising parents/guardians of procedures for filing child abuse complaints. As required by Education Code 33308.1, the CDE has prepared sample guidelines for this purpose, which were updated in March 2014 and are available on the CDE's web site.\*\*\*~~

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

~~\*\*\*Note: Parents/guardians of special education students also may file a complaint with the CDE as provided in the following paragraph. The CDE does not investigate allegations of child abuse or neglect, but may investigate conditions that may involve immediate physical danger or threaten the health, safety, or welfare of the child and which may result in denial of a free appropriate public education.\*\*\*~~

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

#### Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be



retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

~~\*\*\*Note: The remainder of this section is optional and should be deleted by districts that do not provide these additional notifications.\*\*\*~~

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

(11/10 12/14) 5/16

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

## Students

## Married/Pregnant/Parenting Students

~~The Governing Board recognizes that early marriage, pregnancy or parenting may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to provide instruction and services designed to assist in pregnancy prevention. The Board also desires to support male and female expectant and parenting students to attain strong academic and parenting skills and to promote the healthy development of their children.~~

~~(cf. 5147—Dropout Prevention)~~

~~(cf. 5149—At Risk Students)~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6146.1—High School Graduation Requirements)~~

~~(cf. 6146.11—Alternative Credits Toward Graduation)~~

~~(cf. 6146.2—Certificate of Proficiency/High School Equivalency)~~

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

**The Governing Board recognizes that early marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.**

**(cf. 5113.1 - Chronic Absence and Truancy)**

**(cf. 5147 - Dropout Prevention)**

**(cf. 6011 - Academic Standards)**

**(cf. 6146.1 - High School Graduation Requirements)**

**(cf. 6146.11 - Alternative Credits toward Graduation)**

**(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)**

**(cf. 6164.5 - Student Success Teams)**

Married, expectant and parenting students shall have the same educational and extracurricular opportunities as all students. Participation in special programs or schools shall be voluntary.

The district shall not discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. (Education Code 230; 20 USC 1681-1688)

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

(cf. 5127 - Graduation Ceremonies and Activities)

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

*(cf. 5127 - Graduation Ceremonies and Activities)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*



For school-related purposes, married students under the age of 18 are emancipated minors and have all the rights and privileges of students who are 18, even if the marriage has been dissolved. (Family Code 7002)

~~Any education program or activity, including any class or extracurricular activity, that is offered separately to such students shall be comparable to that offered to other district students. A student's participation in such programs shall be voluntary. (34 CFR 106.40)~~

~~(cf. 6142.7 - Physical Education and Activity)  
(cf. 6145 - Extracurricular and Co-curricular Activities)~~

Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures.  
(cf. 1312.3 - Uniform Complaint Procedures)

~~The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation rates in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.~~

~~(cf. 0500 - Accountability)  
(cf. 6162.5 - Student Assessment)~~

#### ~~Pregnant and Parenting Students~~

~~A student may be required, based on her pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician indicating that she is physically and emotionally able to participate in an educational program or activity, if other students with physical or emotional conditions or temporary disabilities are required by the district to provide such certification. (34 CFR 106.40)~~

#### **Education and Support Services for Pregnant and Parenting Students**

**Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational alternative program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or his/her child.**

**(cf. 6158 - Independent Study)  
(cf. 6181 - Alternative Schools/Programs of Choice)  
(cf. 6184 - Continuation Education)  
(cf. 6200 - Adult Education)**

When necessary, the district shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program. A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. A lactating student shall have access to a private location, other than a restroom, to breastfeed or express milk for her infant child.

(cf. 6183 - Home and Hospital Instruction)

~~\*\*\*Note: Under federal law (34 CFR 106.40), districts cannot require a student to take a course or participate in a separate program or school for pregnant and parenting students; student participation must be voluntary and such programs or schools must be "comparable" to programs and schools offered to other students. State law (5 CCR 4950) requires that any separate educational programs, activities, and courses be "equal" to those that the students would have been in if they were participating in the regular program. The following paragraph reflects the state standard which is more stringent and thus would prevail.\*\*\*~~

~~\*\*\*Note: The California Women's Law Center, in Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, describes the difficulty in ensuring that alternative programs meet this standard and cites factors that districts should consider in comparisons between the alternative and regular education program. Such factors may include, but are not limited to, the educational benefits provided (i.e., quality, range, and content of curriculum and other services; quality and availability of instructional materials and technology); extracurricular offerings; staff qualifications; geographic accessibility; and the quality, accessibility, and availability of facilities and resources. Because of the difficulty in meeting this standard, the California Women's Law Center cautions that districts must ensure that pregnant students are not pushed or lured into alternative programs through either overt or subtle practices.\*\*\*~~

**Any education program or activity that is offered separately to pregnant students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (5 CCR 4950)**

**(cf. 6142.7 - Physical Education and Activity)**

**(cf. 6145 - Extracurricular and Co-curricular Activities)**

~~As required for other students with physical or emotional conditions or temporary disabilities, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician indicating that the student is physically and emotionally able to participate in an educational program or activity. (34 CFR 106.40)~~

~~\*\*\*Note: The following paragraph is for use by districts that require any student with a physical or emotional condition requiring a physician's care to provide the physician's certification that~~



~~the student is able to participate in an educational program or extracurricular activity. Pursuant to 34 CFR 106.40, a physician's certification cannot be required for participation of a student based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery unless the district imposes the same requirement on students with other medical conditions or "temporary disabilities." Thus, the district cannot require a pregnant student to provide a physician's note to participate in physical education classes unless required of all students with temporary medical conditions, but a pregnant student who cannot accomplish the requirements of the regular physical education curriculum may be offered an alternative physical education curriculum.\*\*\*~~

**As required for other students with physical or emotional conditions or temporary disabilities, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician indicating that the student is physically and emotionally able to participate in an educational program or activity. (34 CFR 106.40)**

#### Expectant and Parenting Students

The Board is committed to providing to expectant and parenting students and their children a comprehensive, continuous, community-linked program that reflects the cultural and linguistic diversity of the community.

~~The State Administrator/Superintendent or designee shall collaborate with the County Superintendent of Schools and other community agencies and organizations to ensure that appropriate educational and related support services are available to meet the needs of expectant and parenting students their children.~~

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

Expectant and parenting students retain the right to participate in any comprehensive school or educational alternative programs. School placement and instructional strategies for participating students shall be based on the needs and learning styles of individual students. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the individual student and/or child. (Education Code 54745)

*(cf. 6158 - Independent Study)*

*(cf. 6183 - Home and Hospital Instruction)*

*(cf. 6184 - Continuation Education)*

*(cf. 6200 - Adult Education)*

**In addition to providing a quality education program for expectant and parenting students, the district's program shall provide parenting education and life skills instruction, special school nutrition supplements for pregnant and lactating students, and a child care and development program on or near the school site for the children of enrolled students. The**

**district's program may provide other support services authorized by Education Code 54746 as necessary to meet the needs of students and their children. (Education Code 54745)**

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.1 - Child Care Services for Parenting Students)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

~~Pregnant or parenting students may be excused for absences related to confidential medical appointments in accordance with BP/AR 5113— Absences and Excuses.~~

~~(cf. 5113— Absences and Excuses)~~

~~The State Administrator/Superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by her physician. At the conclusion of the leave, the student shall be reinstated to the status she held when the leave began. (34 CFR 106.40)~~

~~(cf. 5112.3 - Student Leave of Absence)~~

~~A pregnant or parenting student also may request exemption from attendance because of a related physical or mental condition or because of personal services that must be rendered to a dependent. (Education Code 48410)~~

~~(cf. 5112.1— Exemptions from Attendance)~~

### Pregnancy Prevention Program

The Superintendent or designee shall ensure that age-appropriate, culturally sensitive and community-sensitive instruction and services are available to assist in the prevention of pregnancy among minors. The district's program shall be based on strategies that have proven effective in delaying the onset of sexual activity and reducing the incidence of pregnancy among school-age youth. Instruction shall be consistent with the district's family life/sex education curriculum.

*(cf. 5141.25 - Availability of Condoms)*  
*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*  
*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6143 - Courses of Study)*

### Absences

~~\*\*\*Note: The California Supreme Court (American Academy of Pediatrics et al v. Lungren et al) has clarified that students do not need parent/guardian consent before receiving confidential~~



~~medical services. The Attorney General reached the same conclusion in 87 Ops.Cal.Atty.Gen. 168 (2004). See BP 5113 - Absences and Excuses.\*\*\*~~

Pregnant or parenting students may be excused for absences related to confidential medical appointments in accordance with BP/AR 5113 - Absences and Excuses.

(cf. 5113 - Absences and Excuses)

~~The Superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status held when the leave began. (34 CFR 106.40)~~

(cf. 5112.3 - Student Leave of Absence)

~~\*\*\*Note: Education Code 48410 exempts from compulsory attendance in continuing education classes students who must render personal services to a dependent. The following paragraph allows parenting students in any district school to be absent for this reason and may be revised to reflect district practice.\*\*\*~~

**A parenting student may request exemption from attendance because of personal services that must be rendered to a dependent.**

(cf. 5112.1 - Exemptions from Attendance)

### **Reasonable Accommodations**

~~\*\*\*Note: According to the USDOE pamphlet Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, when necessary to ensure a pregnant student's access to the educational program, the district must make adjustments to the regular program that are reasonable and responsive to the student's pregnancy status. Examples in the USDOE pamphlet include providing a larger desk, allowing frequent trips to the restroom, or permitting temporary access to elevators as necessary. Pursuant to 34 CFR 106.40, the school also must provide any services to pregnant students that it provides to other students with temporary medical conditions, such as at-home instruction or tutoring for students who miss school because of such medical conditions. The USDOE publication lists additional programs and strategies that, although not required by federal law, may assist in addressing the needs of pregnant and parenting students.\*\*\*~~

**When necessary, the district shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program.**

**A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)**

**(cf. 6183 - Home and Hospital Instruction)**

~~\*\*\*Note: Education Code 222, as added by AB 302 (Ch. 690, Statutes of 2015), requires a school to offer reasonable accommodations to a lactating student, as specified below, whenever there is at least one lactating student on the campus. Any complaint regarding noncompliance with these provisions may be addressed through the district's uniform complaint procedures; see section "Complaints" below.\*\*\*~~

~~\*\*\*Note: For information about accommodations required to be provided to employees, see BP 4033 - Lactation Accommodations.\*\*\*~~

**The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)**

- 1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child**
- 2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk**
- 3. Access to a power source for a breast pump or any other equipment used to express breast milk**
- 4. Access to a place to store expressed breast milk safely**
- 5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child**

**Complaints**

**Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures.**

**(cf. 1312.3 - Uniform Complaint Procedures)**

~~\*\*\*Note: Education Code 222, as added by AB 302 (Ch. 690, Statutes of 2015), authorizes the use of uniform complaint procedures for any complaint that the district has not complied with requirements to reasonably accommodate a lactating student's needs related to breastfeeding. See section "Reasonable Accommodations" above for related requirements.\*\*\*~~



Any complaint alleging district noncompliance with the requirements to provide reasonable accommodations for lactating students also may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222; 5 CCR 4600-4687)

### **Program Evaluation**

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation rates in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

### **Legal Reference:**

#### **EDUCATION CODE**

222 Reasonable accommodations; lactating students

230 Sex discrimination

8200-8498 Child Care and Development Services Act

48205 Excused absences

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

#### **CIVIL CODE**

51 Unruh Civil Rights Act

#### **FAMILY CODE**

7002 Description of emancipated minor

#### **HEALTH AND SAFETY CODE**

104460 Tobacco prevention services for pregnant and parenting students

#### **CODE OF REGULATIONS, TITLE 5**

4600-4687 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

#### **CODE OF REGULATIONS, TITLE 22**

101151-101239.2 General licensing requirements for child care centers

**101351-101439.1 Infant care centers  
UNITED STATES CODE, TITLE 20  
1681-1688 Title IX, Education Act Amendments  
UNITED STATES CODE, TITLE 42  
1786 Special supplemental nutrition program for women, infants, and children  
CODE OF FEDERAL REGULATIONS, TITLE 7  
246.1-246.28 Special supplemental nutrition program for women, infants, and children  
CODE OF FEDERAL REGULATIONS, TITLE 34  
106.40 Marital or parental status  
ATTORNEY GENERAL OPINIONS  
87 Ops.Cal.Atty.Gen. 168 (2004)  
COURT DECISIONS  
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307**

**Management Resources:**

**CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS  
Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law  
Requirements  
Pregnant Students and Confidential Medical Services  
The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002  
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS  
Supporting the Academic Success of Pregnant and Parenting Students under Title IX of  
the Education Amendments of 1972, rev. June 2013  
WEB SITES  
California Department of Education: <http://www.cde.ca.gov>  
California Women's Law Center: <http://www.cwlc.org/resources>  
U.S. Department of Agriculture, Women, Infants, and Children Program:  
<http://www.fns.usda.gov/wic>  
U.S. Department of Education: <http://www.ed.gov>**

**(3/03 12/13) 3/16**

**Legal Reference:**

**EDUCATION CODE  
~~230 Sex discrimination  
8200-8498 Child Care and Development Services Act  
48205 Excused absences  
48220 Compulsory education requirement  
48410 Persons exempted from continuation classes  
49553 Nutrition supplements for pregnant/lactating students  
51220.5 Parenting skills and education  
51745 Independent study~~**



~~52610.5 Enrollment of pregnant and parenting students in adult education~~  
~~54740-54749 Cal SAFE program for pregnant/parenting students and their children~~  
~~FAMILY CODE~~  
~~7002 Description of emancipated minor~~  
~~HEALTH AND SAFETY CODE~~  
~~104460 Tobacco prevention services for pregnant and parenting students~~  
~~CODE OF REGULATIONS, TITLE 5~~  
~~4600-4687 Uniform complaint procedures~~  
~~4950 Nondiscrimination, marital and parental status~~  
~~CODE OF REGULATIONS, TITLE 22~~  
~~101151-101239.2 General licensing requirements for child care centers~~  
~~101351-101439.1 Infant care centers~~  
~~UNITED STATES CODE, TITLE 20~~  
~~1681-1688 Title IX, Education Act Amendments~~  
~~UNITED STATES CODE, TITLE 42~~  
~~1786 Special supplemental nutrition program for women, infants, and children~~  
~~CODE OF FEDERAL REGULATIONS, TITLE 7~~  
~~246.1-246.28 Special supplemental nutrition program for women, infants, and children~~  
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~  
~~106.40 Marital or parental status~~  
~~ATTORNEY GENERAL OPINIONS~~  
~~87 Ops. Cal. Atty. Gen. 168 (2004)~~  
~~COURT DECISIONS~~  
~~American Academy of Pediatrics et al v. Lungren et al (1997)-16 Cal.4th 307~~

~~Management Resources:~~

~~CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS~~  
~~Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements~~  
~~The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002~~  
~~U.S. DEPARTMENT OF EDUCATION PUBLICATIONS~~  
~~Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013~~  
~~WEB SITES~~  
~~California Department of Education: <http://www.cde.ca.gov>~~  
~~California Women's Law Center: <http://www.cwlc.org>~~  
~~U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wie>~~  
~~U.S. Department of Education: <http://www.ed.gov>~~

~~————(3/01-3/03)-12/13~~

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: August 17, 2016  
Adopted: King City, California

Instruction

Independent Study

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

*(cf. 6143 - Courses of Study)*

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

*(cf. 5112.3 - Student Leave of Absence)*

5. Volunteer community service activities that support and strengthen student achievement

*(cf. 0420.4 - Charter Schools)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

*(cf. 5113 - Absences and Excuses)*

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

*(cf. 6146.1 - High School Graduation Requirements)*

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of



study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

### Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

*(cf. 6183 - Home and Hospital Instruction)*

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6184 - Continuation Education)*

### Written Agreements

~~A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)~~

~~The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.~~

~~The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700)~~

- ~~1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress~~
- ~~2. The objectives and methods of study for the student's work and the methods used to evaluate that work~~
- ~~3. The specific resources, including materials and personnel that will be made available to the student~~
- ~~4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study~~
- ~~5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester or one half year if the school is on a year round calendar~~
- ~~6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion~~
- ~~7. A statement that independent study is an optional educational alternative in which no student may be required to participate~~



## Master Agreement

~~\*\*\*Note: Education Code 51747 mandates that, in order for the district to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are provided only for independent study of five or more consecutive school days pursuant to Education Code 46300, written agreements are required only in such instances.\*\*\*~~

**A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)**

**The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.**

**The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)**

- 1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress**
- 2. The objectives and methods of study for the student's work and the methods used to evaluate that work**
- 3. The specific resources, including materials and personnel, that will be made available to the student**

~~\*\*\*Note: Pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. See the accompanying Board policy.\*\*\*~~

- 4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study**

~~\*\*\*Note: SB 858 (Ch. 32, Statutes of 2014) amended Education Code 51747 to change the maximum duration of the agreement from one semester to one school year.\*\*\*~~

- 5. The duration of the independent study agreement, including the beginning and**

**ending dates for the student's participation in independent study under the agreement, with a maximum of one school year**

**6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion**

**7. A statement that independent study is an optional educational alternative in which no student may be required to participate**

**8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction**

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

~~\*\*\*Note: Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian, before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign, the parent/guardian's signature on the agreement satisfies the requirement to obtain his/her written permission.\*\*\*~~

**9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student**

**The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.**

~~\*\*\*Note: Education Code 51747, as amended by SB 858 (Ch. 32, Statutes of 2014), provides that the agreement may be maintained on file electronically.\*\*\*~~

**The signed, dated agreement may be maintained on file electronically. (Education Code 51747)**

### **Course-Based Independent Study**

~~\*\*\*Note: Education Code 51749.5-51749.6, as added by SB 858 (Ch. 32, Statutes of 2014), establish a course-based independent study option that may be offered beginning with the 2015-16 school year if certain requirements are met, as described below. As a condition of offering~~



~~this option, Education Code 51749.5 mandates that the district adopt policy or regulations that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.\*\*\*~~

~~\*\*\*Note: The following paragraph may be revised to reflect the grade levels offered by the district.\*\*\*~~

**The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)**

**1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.**

**(cf. 4112.2 - Certification)**

**2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.**

**3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.**

**4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.**

**Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.**

**If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in**

the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125 - Student Records)

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee



shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

### Monitoring Student Progress

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

### Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction
2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs
3. Develop and manage the budget for independent study
4. Authorize the selection of certificated staff to be assigned as independent study teachers
5. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator
6. Approve or deny the participation of students requesting independent study



7. Facilitate the completion of written independent study agreements
8. Assure a smooth transition for students into and out of the independent study mode of instruction
9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

#### Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

*(cf. 4112.2 - Certification)*

*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind)*

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs (at the applicable grade span) in the district, unless a new higher or lower (grade span) ratio for all other educational programs offered (within the grade span) is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative (grade span) ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design lesson plans and make assignments

4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress
7. Judge the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement
9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. Maintain any other required records and files on a current basis

### Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a



current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

*(cf. 3580 - District Records)*

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

*(cf. 5125 - Student Records)*

(2/99 3/05) 7/10

## Instruction

## Title I Programs

Schoolwide Programs

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6312, 6314)

Any participating school shall develop, annually review, and update a single plan for student achievement which incorporates the plan required by 20 USC 6314 for reforming the school's total instructional program and plans required by other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

*(cf. 0420 - School Plans/Site Councils)*

A schoolwide program shall include: (20 USC 6314)

1. A comprehensive needs assessment of the entire school, including the needs of migrant students, which includes the achievement of students in relation to state academic content and achievement standards

*(cf. 6011 - Academic Standards)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

*(cf. 6162.52 - High School Exit Examination)*

*(cf. 6175 - Migrant Education Program)*

2. Schoolwide reform strategies that:

- a. Provide opportunities for all students to meet the state's proficient and advanced levels of achievement
- b. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the school's core academic program, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, and include strategies for meeting the educational needs of historically underserved populations

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*



(cf. 6177 - Summer School)

- c. Include strategies to address the needs of all students in the school, but particularly the needs of low-achieving students and those at risk of not meeting state achievement standards who are members of the target population of any program that is part of the schoolwide program

Such strategies may include counseling, student services, mentoring services, college and career awareness and preparation, and the integration of vocational and technical education programs.

*(cf. 5149 - At-Risk Students)*  
*(cf. 6164.2 - Guidance/Counseling Services)*  
*(cf. 6164.5 - Student Success Teams)*

- d. Address how the school will determine if student needs have been met
- e. Are consistent with and designed to implement state and local improvement plans, if any

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

### ~~3. Instruction by highly qualified teachers~~

~~*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*~~

4. High-quality and ongoing professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians to enable all students in the school to meet state academic achievement standards

*(cf. 4131 - Staff Development)*  
*(cf. 4222 - Teacher Aides/Paraprofessionals)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

5. Strategies to attract high-quality, highly qualified teachers to high-need schools

*(cf. 4111 - Recruitment and Selection)*

6. Strategies to increase parent involvement

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

7. Measures to include teachers in decisions regarding the use of academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program
8. Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance

*(cf. 6179 - Supplemental Instruction)*

9. Coordination and integration of federal, state, and local services and programs

#### Targeted Assistance Programs

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to students in grades 9-12 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the district and supplemented by the school. (20 USC 6315)

A targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic achievement standards expected for all students
2. Ensure that program planning is incorporated into existing school planning
3. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the core academic program, give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I
4. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs
5. Provide instruction by highly qualified teachers
6. Provide opportunities for professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians who work with participating students
7. Provide strategies to increase parent involvement



8. Coordinate and integrate federal, state, and local services and programs

Participation of Private School Students

The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)

Teachers, other educational personnel, and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent involvement activities and professional development pursuant to 20 USC 6318 and 6319. (20 USC 6320, 7881)

The Superintendent or designee shall consult, in a meaningful and timely manner, with appropriate private school officials during the design and development of the district's Title I programs. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include a discussion of: (20 USC 6320, 7881; 34 CFR 200.63)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to private school students and the proportion of funds that is allocated for such services
6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of service to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The Superintendent or designee shall maintain, and shall provide to the California Department of Education upon request, a written affirmation signed by officials of each participating private school that consultation has occurred. (20 USC 6320)

*(cf. 3580 - District Records)*

(10/95 11/02) 8/06

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California



## Board Bylaws

~~Closed Session Purposes And Agendas—~~

~~The Governing Board may hold closed sessions only for purposes identified in law. The Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law. (Government Code 54956.5, 54957.7, 54962)~~

~~(cf. 9320—Meetings and Notices)~~

~~(cf. 9322—Agenda/Meeting Materials)~~

~~The agenda shall contain a brief general description of all closed session items to be discussed. (Government Code 54954.2)~~

~~The Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)~~

~~No agenda, notice, announcement, or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed. (Government Code 54961)~~

~~In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)~~

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

Personnel Matters

~~The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)~~

~~(cf. 2140—Evaluation of the Superintendent)~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4118—Suspension/Disciplinary Action)~~

~~(cf. 4215—Evaluation/Supervision)~~

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4315—Evaluation/Supervision)~~

~~The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee~~

shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

*(cf. 1312.1—Complaints Concerning District Employees)*

The Board may hold closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to public employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

### Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

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

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

The Board may meet in closed session with the Board's designated representative regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. These closed sessions may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. (Government Code 54957.6)

Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. (Government Code 54957.6)



~~For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation. (Government Code 54957.6)~~

~~For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

~~The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these proceedings. (Government Code 54957.6)~~

~~Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)~~

### Matters Related to Students

~~The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, against a student when a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49073-49079)~~

~~(cf. 5117—Interdistrict Attendance)  
(cf. 5119—Students Expelled from Other Districts)  
(cf. 5125.3—Challenging Student Records)  
(cf. 5144—Discipline)~~

~~The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)~~

~~(cf. 5144.1—Suspension and Expulsion/Due Process)  
(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~

~~Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.~~

~~(cf. 5125—Student Records)~~

Security Matters

~~The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)~~

~~(cf. 0450—Comprehensive Safety Plan)~~

~~(cf. 3515—Campus Security)~~

~~(cf. 3516—Emergencies and Disaster Preparedness Plan)~~

~~The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)~~

~~Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)~~

Conference with Real Property Negotiator

~~The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of the property. (Government Code 54956.8)~~

~~Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)~~

~~For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)~~

~~Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)~~



### Pending Litigation

~~Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)~~

~~Litigation is considered "pending" when any of the following circumstances exist:~~

- ~~1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))~~
- ~~2. A point has been reached where, in the Board's opinion based on the advice of legal counsel and on the existing facts and circumstances, there is a significant exposure to litigation against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))~~
- ~~3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))~~

~~"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following: (Government Code 54956.9)~~

- ~~1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.~~
- ~~2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.~~
- ~~3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.~~

~~(cf. 3320 - Claims and Actions Against the District)~~

- ~~4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.~~
- ~~5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.~~

The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. (Government Code 54954.5; Government Code 54956.9(b)(3)(B-E))

### Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim against a joint powers authority formed for the purpose of insurance pooling or self insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

*(cf. 3320—Claims and Actions Against the District)*  
*(cf. 3530—Risk Management/Insurance)*

When the board of the joint powers agency has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the joint powers agency. During the district's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)



~~The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)~~

~~Closed session agenda items related to "Conference Involving a Joint Powers Agency" shall specify the closed session description used by the joint powers agency and the name of the district representative on the joint powers agency board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)~~

#### Review of Audit Report from Bureau of State Audits

~~Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)~~

~~Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)~~

#### Review of Assessment Instruments

~~The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)~~

~~(cf. 6162.5 - Student Assessment)~~

~~Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.~~

#### Legal Reference:

##### EDUCATION CODE

35145 Public meetings

35146 Closed session (re student suspension)

44929.21 Districts with ADA of 250 or more

48918 Rules governing expulsion procedures; hearings and notice

49073 Release of directory information

49076 Access to records by persons without written parental consent

49079 Notification to teacher re: students whose actions are grounds for suspension or expulsion

60617 Meetings of governing board

##### GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6250-6268 California Public Records Act

54950-54963 The Ralph M. Brown Act

COURT DECISIONS

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners (2003) 107 Cal.App.4th 860

Bell v. Vista Unified School District (2001) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District (1999) 70 Cal.App. 4th 87

Furtado v. Sierra Community College District (1998) 68 Cal. App. 4th 876

Roberts v. City of Palmdale (1993) 5 Cal.4th 363

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App. 2d 41

ATTORNEY GENERAL OPINIONS

86 Ops.Cal.Atty.Gen. 210 (2003)

78 Ops.Cal.Atty.Gen. 218 (1995)

59 Ops.Cal.Atty.Gen. 532 (1976)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2003

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>  
(11/01-11/02) 11/04

**Board Bylaw**

**Closed Session Purposes And Agendas**

**Board Bylaws**

~~\*\*\*Note: Pursuant to Government Code 54962, the Governing Board may hold a closed session only for purposes expressly authorized by the Brown Act (Government Code 54950-54963) or by a provision of the Education Code.\*\*\*~~

**The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.**

~~\*\*\*Note: Government Code 54954.5 provides specific agenda descriptions for most closed session~~



~~items authorized by the Brown Act.\*\*\*~~

**Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)**

**(cf. 9320 - Meetings and Notices)**

**(cf. 9322 - Agenda/Meeting Materials)**

~~\*\*\*Note: Government Code 54957.7 states that before holding any closed session, the Board must disclose in an open meeting the item(s) to be discussed in the closed session. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements. In addition, the Board is required to reconvene in open session upon conclusion of a closed session to report any action taken in the closed session.\*\*\*~~

**The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)**

**(cf. 9321.1 - Closed Session Actions and Reports)**

**The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)**

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

~~\*\*\*Note: Pursuant to Government Code 54963, a Board member who discloses confidential information received in a closed session may be referred to the local grand jury or may be subject to action in a court of law. For a definition of confidential information and the actions that may be taken against a Board member if such information is disclosed, see BB 9011 - Disclosure of Confidential/Privileged Information.\*\*\*~~

**A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)**

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

## **Personnel Matters**

~~\*\*\*Note: Government Code 54957 authorizes the use of closed sessions for personnel matters described below. For the purpose of these closed sessions, "employee" includes an officer or~~

independent contractor who functions as an officer or employee but excludes Board members. The Attorney General has concluded that it is appropriate to use a closed session to discuss and evaluate Superintendent performance. (59 Ops.Cal.Atty.Gen. 532 (1976)) However, under the "personnel exception," the Board may not discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline in closed session under this exception.\*\*\*

\*\*\*Note: In *Fischer v. Los Angeles Unified School District*, the court interpreted Government Code 54957 and found that the right to request an open session applies only when the Board hears specific complaints or charges brought against the employee. Thus, the right to request an open session does not apply when the Board is meeting in closed session to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee.\*\*\*

**The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)**

(cf. 2140 - Evaluation of the Superintendent)  
 (cf. 4115 - Evaluation/Supervision)  
 (cf. 4118 - Suspension/Disciplinary Action)  
 (cf. 4215 - Evaluation/Supervision)  
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
 (cf. 4315 - Evaluation/Supervision)

\*\*\*Note: Pursuant to Government Code 54957, failure of the Board to give an employee against whom a "specific complaint or charge" has been made the notice described below will render any action taken by the Board in the closed session null and void. Determining whether a "specific complaint or charge" is involved is usually fact-specific and the Board should consult legal counsel as necessary. In *Furtado v. Sierra Community College District*, the court held that the term "specific complaints or charges" as used in Government Code 54957 does not include negative comments in an employee's performance evaluation. In another decision, *Bell v. Vista Unified School District*, the court determined that a presentation to the board by a district staff member regarding an employee's violation of a California Interscholastic Federation rule constituted a "complaint or charge" and thus the employee was entitled to 24 hour notice. Yet another ruling, *Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners*, held that when a board rejects its hearing officer's findings of fact and conducts its own hearing, the employee must be given 24 hour notice.\*\*\*

\*\*\*Note: Furthermore, an Attorney General opinion (78 Ops.Cal.Atty.Gen. 218 (1995)) has clarified that a probationary certificated employee does not have the right to an open session when the Board is discussing whether or not to reemploy him/her for a third consecutive school year. Education Code 44929.21 allows the Board to non-reelect a probationary certificated employee at the end of the first or second school year as long as written notice is given in accordance with law; see AR 4117.6—Decision Not to Rehire.\*\*\*



The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

#### **Negotiations/Collective Bargaining**

~~\*\*\*Note: The Educational Employment Relations Act (Government Code 3540-3549.3) makes four specific exemptions from the Brown Act related to negotiations. Government Code 54957.6 provides that for the purpose of closed sessions related to collective bargaining, "employee" includes an officer or independent contractor who functions as an officer or employee but excludes any elected official, Board member, or other independent contractor.\*\*\*~~

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)  
(cf. 4143/4243 - Negotiations/Consultation)  
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

~~\*\*\*Note: The Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may not meet in closed session for such purposes without the use of a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The Attorney General's publication The Brown Act: Open Meetings for Local Legislative Bodies also states that the "labor exception" applies to meeting in closed session to instruct its negotiator concerning negotiations with prospective employees.\*\*\*~~

**The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)**

**(cf. 2121 - Superintendent's Contract)**

**Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)**

**For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)**

**The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.**

**Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)**

#### **Matters Related to Students**

**The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or**



closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

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

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

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125.3 - Challenging Student Records)

(cf. 5144 - Discipline)

~~\*\*\*Note: Although Government Code 54954.2 requires the agenda to have a brief general description of all closed session items to be discussed, Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code. Since the purpose of conducting the closed session is to protect student privacy rights, the following optional paragraph provides that student names shall not be included on the agenda.\*\*\*~~

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

### Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

~~\*\*\*Note: Government Code 54956.5 authorizes an emergency meeting in closed session to meet with the law enforcement officials specified above pursuant to Government Code 54957. Two-thirds~~

~~of the Board members present at the meeting must agree to the need for the closed session. Those emergency situations that necessitate a need for an emergency meeting are listed in BB 9320—Meetings and Notices and include a terrorist attack, crippling disaster, or other activity that impairs public health or safety. For a list of actions for which more than a majority vote of the Board is required, see BB 9323.2—Actions by the Board.\*\*\*~~

**The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)**

**Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)**

#### **Conference with Real Property Negotiator**

~~\*\*\*Note: An Attorney General opinion (94 Ops.Cal.Atty.Gen. 82 (2011)) has concluded that only three subjects related to real property negotiations may be considered in closed session: (1) the amount of consideration the local agency is willing to pay or accept in exchange for the real property rights to be acquired or transferred; (2) the form, manner, and timing of how that consideration will be paid; and (3) items that are essential to arriving at the authorized price and payment terms. Although Attorney General opinions are not binding, they are accorded deference by the courts.\*\*\*~~

**The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)**

**Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)**

**For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)**

**Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)**



## Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

~~\*\*\*Note: Pursuant to Government Code 54956.9, the district is considered to be a "party," or to have "significant exposure," to a litigation if any of its officers or employees is a party or has significant exposure to the litigation under circumstances specified in items #1 and #2 below.\*\*\*~~

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

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

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
- e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is

available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

### **Joint Powers Agency Issues**

~~\*\*\*Note: The following section applies to districts participating in a joint powers agency (JPA) for insurance pooling or in a self insurance authority.\*\*\*~~

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)



~~\*\*\*Note: Pursuant to Government Code 54956.96, a JPA may adopt a provision, either through a policy or through the joint powers agreement, authorizing a school district Board member serving on the JPA board to disclose confidential information received during the JPA board's closed session under the circumstances specified below. Government Code 54954.5 provides an agenda description for the purpose of this closed session. The following optional paragraphs are for use by districts that participate in a JPA that has adopted such a provision.\*\*\*~~

**When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)**

**The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)**

**Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)**

#### **Review of Audit Report from California State Auditor's Office**

~~\*\*\*Note: Government Code 54956.75 authorizes the Board to meet in closed session to discuss a final draft audit report from the California State Auditor's Office. This authority relates to situations in which a member of the legislature has requested the California State Auditor's Office to audit a school district. This audit is separate from the annual audit that districts must conduct pursuant to Education Code 41020. The law does not authorize the Board to meet in closed session to discuss the district's annual audit.\*\*\*~~

**Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)**

**Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)**

#### **Review of Assessment Instruments**

**The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)**

**(cf. 6162.5 - Student Assessment)**

~~\*\*\*Note: The following optional paragraph provides for compliance with Government Code 54954.2, which requires the agenda to have a brief general description of all closed session items to be discussed. Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code.\*\*\*~~

**Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.**

**Legal Reference:**

**EDUCATION CODE**

**35145 Public meetings**

**35146 Closed session (re student suspension)**

**44929.21 Districts with ADA of 250 or more**

**48912 Governing board suspension**

**48918 Rules governing expulsion procedures; hearings and notice**

**49070 Challenging content of students records**

**60617 Meetings of governing board**

**GOVERNMENT CODE**

**3540-3549.3 Educational Employment Relations Act**

**6252-6270 California Public Records Act**

**54950-54963 The Ralph M. Brown Act**

**COURT DECISIONS**

**Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860**

**Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672**

**Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87**

**Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876**

**Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363**

**Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41**

**San Diego Union v. City Council, (1983) 146 Cal.App.3d 947**

**ATTORNEY GENERAL OPINIONS**

**94 Ops.Cal.Atty.Gen. 82 (2011)**

**86 Ops.Cal.Atty.Gen. 210 (2003)**

**78 Ops.Cal.Atty.Gen. 218 (1995)**

**59 Ops.Cal.Atty.Gen. 532 (1976)**

**57 Ops. Cal. Atty. Gen. 209 (1974)**

**Management Resources:**

**CSBA PUBLICATIONS**

**The Brown Act: School Boards and Open Meeting Laws, 2009**



**ATTORNEY GENERAL PUBLICATIONS**

**The Brown Act: Open Meetings for Legislative Bodies, 2003**

**LEAGUE OF CALIFORNIA CITIES PUBLICATIONS**

**Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010**

**WEB SITES**

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

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

**League of California Cities: <http://www.cacities.org>**

(7/12 12/14) 06/16

Bylaw SOUTH MONTREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 17, 2016

Adopted:

King City, California

Bylaws of the Board

Actions By The Board

ACTIONS REQUIRING MORE THAN A MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ordering city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

*(cf. 7131 - Relations with Local Agencies)*

*(cf. 7150 - Site Selection and Development)*

*(cf. 7160 - Charter School Facilities)*

7. Resolution to transfer excess local funds from a deferred maintenance fund when state funds are insufficient to match local funds being held in the deferred maintenance fund (Education Code 17582, 17583)
8. When the district has an average daily attendance (ADA) of 2,500 or less and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. When the district is organized to serve only grades K-8 and seeks to situate a community



day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

(cf. 6185 - Community Day School)

11. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

12. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

13. Resolution to place a parcel tax on the ballot (Government Code 53724)

14. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or

sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

*(cf. 3110 - Transfer of Funds)*

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
  1. Resolution, adopted between July 15 and August 30, to borrow funds of up to 25 percent of the estimated income and revenue to be received by the district during the current fiscal year from apportionments based on average daily attendance for the preceding school year (Government Code 53822-53824)
  2. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

*(cf. 3311 - Bids)*

**3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)**

**4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)**

*(cf. 3311 - Bids)*

**5. Resolution to award a contract for a public works project at \$187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$175,000 or less, all bids received are in excess of \$175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)**

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)



2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

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

(3/06 11/07) 8/14

Exhibit SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: August 17, 2016  
Adopted: King City, California

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

**GOVERNING BOARD**

**SUBJECT:** Approval of Contract with the Visiting Nurses Association to Provide Nursing Services and Training of Staff for our Special Education Students

**MEETING:** August 17, 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 Visiting Nurses Association will provide nursing services and training for our staff to assist our medical fragile students and students with other severe medical needs. The association will also provide hearing and vision testing for our special education students who have a triennial review during the 2016-17 school-year.

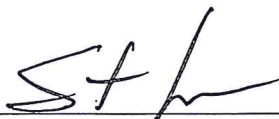
Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education approve the fees for the Visiting Nurses Association.

Fiscal Impact:

The fiscal impact to the Special Education fund is \$100.00 per hour plus mileage. This will be approximately \$40,000.

Submitted By:



Steve James, Ed.D.  
Director of Alternative Placement for Student Success

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



VNA COMMUNITY SERVICES INC.  
AND  
South Monterey County  
Joint Union High School District

AGREEMENT

This Agreement is made and entered into this 31 day of May, in the State of California, by and between VNA Community Services (hereinafter referred to as VNACS) and South Monterey County Joint Union High School District (hereinafter referred to as SMCJUHSD)

WITNESSETH

VNACS agrees to provide Nursing Services as authorized by SMCJUHSD. SMCJUHSD agrees to pay for said services in accordance with the VNACS schedule of fees. VNACS and SMCJUHSD do agree as follows:

TERMS

This Agreement shall commence on May 31, 2016, and shall remain in effect through July 1, 2017 unless either party gives written notice of termination to the other party at least thirty (30) days in advance of such termination.

SERVICES

VNACS shall provide Nursing Services to students authorized by SMCJUHSD. These services are to be performed under the terms and conditions of this agreement and in accordance with any applicable requirements of federal, state, local rules and/or regulations.

RESPONSIBILITIES

VNACS is responsible for performing appropriate Nursing Services for students according to California Education Code.

VNACS is responsible for reporting all services performed to SMCJUHSD.

SMCJUHSD is responsible for insuring the student is followed up by a physician, as indicated by ANY response that could be considered detrimental to a student's health or safety.

## **FEE SCHEDULE**

Fees shall be paid in accordance with Exhibit A.

## **PAYMENTS**

The services, to be provided under this Agreement, are to be paid for by SMCJUHSD at the rate set forth by the VNACS schedule of fees. Billing and payment will be as follows:

1. VNACS shall provide SMCJUHSD each month, invoices that will certify services.
2. VNACS shall prepare a monthly statement of services rendered indicating dates and hours of service. Statements are to be received by Interim by the 10th day of the month.
3. SMCJUHSD shall pay VNACS for services rendered within thirty (30) days from date of billing. Under District law, annual interest rate not to exceed 12% shall apply to all invoices not paid within 30 days.

VNACS agrees not to directly bill any client for whom VNACS provides services under this Agreement.

## **ATTORNEY FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorney's fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.



**NOTICES**

When this Agreement does not indicate another means of giving notice, notices to the parties in connection with this Agreement shall be given personally or by first class, certified, or registered mail addressed to the respective party at the address set forth on the following page.

**PRIVACY**

All interactions between clinician and employee are subject to State and Federal guidelines set forth in the Health Insurance Portability and Accountability Act (HIPAA). See Exhibit B.

**LIABILITY**

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.

This Agreement may not be assigned by either party without the express written consent of the other party.

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 parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Any modification of this Agreement will be effective only if it is in writing and signed by all parties to this Agreement.

In addition to those remedies provided for herein, Interim and VNACS shall have available all remedies provided by law.

The undersigned have entered into this Agreement on the date first written above.

South Monterey County  
Joint Union High School District

800 Broadway St.,  
King City, CA 93930

VNA Community Services, INC

P.O. Box 2480  
Monterey, CA 93942

By: \_\_\_\_\_

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

By: Steven A. Johnson  
Date: 5/21/16

Steven A. Johnson  
President / CEO

**EXHIBIT A**  
**VNACS**  
**Fee Schedule for**  
South Monterey County  
Joint Union High School District

**Nursing Services:**

**\$ 100.00 per hour (2 hour minimum)**

Plus travel and mileage at the federally approved rate.



## Exhibit "B"

### Central Coast VNA & Hospice, Inc.

And

South Monterey County  
Joint Union High School District

#### HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the agreement ("Agreement") by and between Central Coast VNA & Hospice, Inc. ("Covered Entity") and South Monterey County Joint Union High School District ("Business Associate"), and is effective as of the compliance date of the Privacy Rule (defined below) April 14, 2003 ("the Addendum Effective Date").

#### RECITALS

- A. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 ("HIPAA"), regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (defined below), including, but not limited to, Title 45, Sections 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR").

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions.

a. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

b. "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 160.103.

c. "Individual" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164, Subparts A and E.

e. “Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.

f. “Required by Law” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR Section 164.103.

g. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

h. “Security Incident” shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR Section 164.304.

i. “Security Rule” shall mean the Security Standards at 45 CFR Parts 160 and 162 and Part 164, Subparts A and C.

2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Addendum, Business Associate may: (i) use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity; and (ii) use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Except as otherwise limited in this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Obligations of Business Associate.

a. Appropriate Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement and this Addendum. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives maintains or transmits on behalf of Covered Entity (“Electronic PHI”), as required by the Security Rule.



b. Reporting of Improper Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement and this Addendum within five (5) days of becoming aware of such use or disclosure. Commencing on the compliance date of the Security Rule, Business Associate shall report to Covered Entity any Security Incident within five (5) days of becoming aware of such incident.

c. Business Associate's Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such Protected Health Information. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

d. Access to PHI. Business Associate shall provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524.

e. Amendment of PHI. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If an Individual requests an amendment of Protected Health Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of receiving such request. Any denial of amendment of Protected Health Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

f. Documentation of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

g. Accounting of Disclosures. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 3(f) of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward such request to Covered Entity in writing within five (5) days of receipt of such request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

h. Retention of Protected Health Information. Notwithstanding Section 4(c) of this Addendum, Business Associate and its subcontractors or agents shall retain all Protected Health Information throughout the term of the Agreement and shall continue to maintain the information required under Section 3(g) of this Addendum for a period of six (6) years after termination of the Agreement.

i. Governmental Access to Records. Business Associate shall make its internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary and, at the request of the Covered Entity, to the Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

j. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

k. Minimum Necessary. Business Associate (or its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure.



4. Term and Termination.

a. Term. The term of this Addendum shall commence as of the Addendum Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum, Covered Entity shall either (i) provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, or (ii) immediately terminate this Addendum and the Agreement if cure is not possible.

c. Effect of Termination.

- (i) Except as provided in paragraph (ii) of this Section 4(c), upon termination of this Addendum for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and shall retain no copies of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.
- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5. Regulatory References. A reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
6. Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.
7. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Addendum shall survive the termination of the Addendum and the Agreement.
8. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
9. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.
10. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

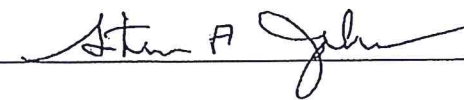
IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

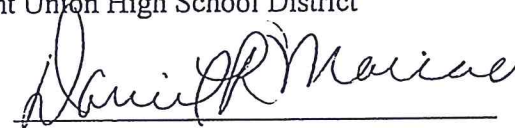
**COVERED ENTITY**

**BUSINESS ASSOCIATE**

VNA COMMUNITY SERVICES, INC.

South Monterey County  
Joint Union High School District

By: 

By: 

Print Name: Steven A. Johnson

Print Name: Daniel R. Moirao

Title: President, CEO

Title: State Administrator

Date: 5/31/16

Date: June 30, 2016



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

**GOVERNING BOARD**

**SUBJECT:** Approval of Contract with Monarch Behavior Solutions, Inc.

**MEETING:** August 17, 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:

Monarch Behavior Solutions, Inc. will provide a Board Certified Behavior Analyst for 8 hours a month to provide behavioral support for a special education student per a mediation agreement.

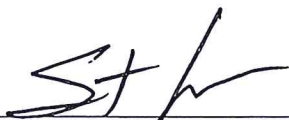
Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD School Board to approve the fees for Monarch Behavior Solutions, Inc. during the 2016-2017 school-year.

Fiscal Impact:

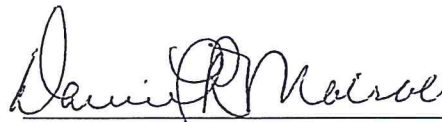
The fiscal impact to the Special Education fund is approximately \$2,400 a month.

Submitted By:



Steve James, Ed.D.  
Director of Alternative Placement for Student Success

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



**MONARCH  
BEHAVIOR SOLUTIONS, INC.**

A GROUP PRACTICE OF BCBAS

7340 SOMBRILLA AVENUE, UNIT A, ATASCADERO, CA 93422 www.monarchslo.com (805) 610 -1998

**Contract for Behavioral Services**

**between Monarch Behavior Solutions (MONARCH)**

**and**

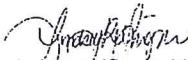
**South Monterey County Joint Unified High School District (DISTRICT)**

- I. Monarch Behavior Solutions agrees to provide 8 hours per month of Board Certified Behavior Analyst (BCBA) level consultation to South Monterey County Joint Unified High School District.
- II. This agreement will be effective 8/2/2016 through 6/30/2017. The contract may be revised or terminated prior to the end date, pending results of a Functional Behavior Assessment (FBA) being concurrently conducted by another agency.
- III. The nature of consultation services will be applied behavior analytic (ABA) and will include the following activities: 1) direct observations of student in various environments, 2) review of relevant student records, 3) meetings with IEP team members, 4) review of data, 5) providing recommendations to IEP team, including administrators, 6) email and phone correspondence, 7) participation in IEP meetings, 8) written reports, as needed, and 9) staff training and fidelity checks.
- IV. Monarch utilizes a unique consultation model, consisting of a team of 2 BCBAs. Fees for services will be applied as follows:
  - a. Team of 2 BCBAs: \$200/hour.
  - b. One BCBA: \$110/hour
  - c. Travel fees will be applied for travel time between Atascadero, CA and school site location and between school site location and Atascadero, CA. Travel fees will be charged at our hourly rate (\$200/hour or \$110/hour).
  - d. The estimated monthly cost for services will be \$2400.
  - e. The District is responsible for payment of all consultation hours provided by Monarch, even if/when unique circumstances necessitate more than 8 hours per month of consultation.
  - f. Monarch will only bill for services actually rendered.
- V. Monarch will submit invoices for services between the 15<sup>th</sup>-20<sup>th</sup> of each month (for services provided during the prior month) via email. Payment is due within 30 days of invoice date. A 1.5% late fee will be applied for late payment.

By signing below, District and Monarch both agree to the terms outlined in this contract :

**Monarch Representative:**

**District Representative:**

 8/2/2016  
Lindsey Reifinger, M.Ed., BCBA  
Director/Behavior Consultant

\_\_\_\_\_



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

**SUBJECT:** Approval to Surplus Items

**MEETING:** August 17, 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 Warehouse contains the following items which are no longer in use and projected not to be used again:

- 1 Servend MD-250 Soda Dispenser Machine (Asset # 1057)
- 22 Bretford 6550M Wall-Hanging 50" X 50" Projection Screens (too small for our needs)
- 1 Home Economics Electric Oven Cart with Overhead Mirror (Asset # 02186)
- 1 Groen Industrial Kitchen Mixer (Asset #1059)

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education approve to surplus the above listed items.

Fiscal Impact:

Possible income if items are sold.

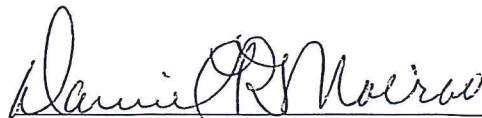
Submitted By:



---

Russell Miller  
Interim Chief Business Official

Approved:



---

Daniel R. Moirao, Ed.D.  
Superintendent

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

**SUBJECT:** Approval of Notification of Return to Local Control      **MEETING:** August 17, 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
- X   Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

On July 1, 2016 the State Superintendent of Public Instruction, Mr. Tom Torlakson, returned governing powers to the South Monterey County Joint Union High School District Board of Education. Due to the loan there are still some restrictions such as a State Trustee, in the form of Linda Grundhoffer. The State Trustee has the authority to rescind and reverse any decision of the board which has the potential to fiscally harm the district.

Attached is the letter from the State Superintendent of Public Instruction explaining the return of local control.


Recommendation:

It is recommended that the Superintendent and the SMCJUHSD Board of Education accept the letter from the State Superintendent of Public Instruction, returning local control to the South Monterey County Joint Union High School District.


Fiscal Impact:

The district is responsible for the cost of the State Trustee. A contract for her services was approved previously.

Submitted By:

  
Daniel R. Moirao, Ed.D.  
Superintendent

Approved:

  
Daniel R. Moirao, Ed.D.  
Superintendent





CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 8, 2016

Paulette Bumbalough, President  
Board of Education  
South Monterey County Joint Union High School District  
800 Broadway Street  
King City, CA 93930

Dear President Bumbalough:

This letter is to notify you that pursuant to the provisions of SB 130 (Chapter 20, Statutes of 2009) and California *Education Code (EC)* Section 41326(e), I am restoring to the governing board (Board) of the South Monterey County Joint Union High School District (District) all of its legal rights, duties, and powers, except for the powers held by the State Trustee identified below, in all operational areas effective **July 1, 2016**.

I would like to express my sincere appreciation for Dr. Daniel Moirao's service as State Administrator to the District. Working with the Board, staff, and community, he has successfully returned the District to fiscal solvency and improved academic achievement. Dr. Moirao will remain as State Administrator until the Board appoints a Superintendent.

I am also pleased to announce that I have appointed Linda Grundhoffer to act as State Trustee for the District. Ms. Grundhoffer previously served as a Chief Business Official for the District and as a State Trustee for the West Contra Costa Unified School District. I am confident she will provide a valued service to the District as it transitions back to full local control. Pursuant to *EC* Section 41320.1, the State Trustee will have stay and rescind authority over any decision that has a fiscal impact and will remain at the District for at least three years and until it is determined that the district has adequate fiscal systems and controls in place and that the district's future compliance with financial recovery plans is probable.

Sincerely,

Tom Torlakson

TT:jf

2016-04224

cc: SMCJUHSD Governing Board Members  
Nancy Kotowski, Monterey County Superintendent of Schools  
Daniel Moirao, State Administrator, SMCJUHSD  
Linda Grundhoffer, State Trustee, SMCJUHSD

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

**SUBJECT:** Approval of Contract with Karen Paparella to  
Perform Fiscal and Budget Services

**MEETING:** August 17, 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:

A short term contract with Karen Paparella is needed for the district to complete various fiscal duties while a vacant position is replaced with a permanent employee.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the contract with Karen Paparella.

Fiscal Impact:


The contract will not exceed \$20,000.

Submitted By:



\_\_\_\_\_  
Russell Miller  
Interim CBO

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 Karen Paparella, an independent contractor, hereinafter called "Consultant," for the period specified in Article I. "TERM."

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

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

**I. TERM**

The effective date of the agreement is August 15, 2016 and it terminates on October 31, 2016 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated at the rate of \$500 per day.
- Payment shall be made upon presentation of monthly time sheets properly completed by Consultant.
- Total payment(s) to Consultant, under this contract shall not exceed \$20,000.

**III. DISTRICT OBLIGATION**

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

**IV. CONSULTANT'S OBLIGATION**

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

**V. CONSULTANT SERVICES DESCRIPTION**

In support of the district’s fiscal services department. The consultant shall perform duties consistent with closing the fiscal records for the period ending June 30, 2016. Additionally, to assist and perform duties to update and maintain the district’s budget.

**VI. ASSIGNMENT**

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

**VII. TERMINATION OF AGREEMENT**

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

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

**VIII. DISTRICT’S RIGHT OF RETENTION**

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

**IX. EXTENSION OF TERM**

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

**X. SIGNATURES**

These signatures attest the parties’ agreement hereto:

\_\_\_\_\_  
**CONSULTANT TITLE**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Social Security Number of Consultant\***

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



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

**SUBJECT:** Approval of the Donation of Exercise Mats from  
Fort Hunter Liggett to King City High School

**MEETING:** August 17, 2016

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

The 91<sup>st</sup> Training Division from Fort Hunter Liggett is donating 64 exercise/combative mats to King City High School. The mats may be used by the PE Department and/or athletic teams. The mats are only a year old therefore, they are in good condition.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the donation of 64 mats from Fort Hunter Liggett to be used at King City High School.

Fiscal Impact:

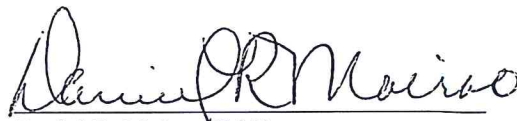
None

Submitted By:



Russell Miller  
Interim Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.  
State Administrator

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

**SUBJECT:** Approval of the Rejection of Claim

**MEETING:** August 17, 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:

A parent has submitted a claim to the district on behalf of her daughter resulting from an incident on the King City High School campus which required her daughter to seek medical treatment. The parent is requesting reimbursement for the medical expenses.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to deny the claim in order for Risk Management to investigate the claim.

Fiscal Impact:

Unknown at this time.

Submitted By:



Daniel R. Moirao, Ed.D.,  
Superintendent

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



CLAIM FORM

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

- 1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Govt. Code, Section 911.2)
- 2. Claims for damages to real property or breach of contract must be filed not later than one year after the occurrence (Govt. Code, Section 911.2)

Name of Claimant \_\_\_\_\_ DOB \_\_\_\_\_ Phone No. \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

WHEN December 4, 2015 did damage or injury occur?

WHERE King City High School Cafeteria did damage or injury occur?

HOW and under what circumstances did damage or injury occur? Incident occurred to my daughter. Please see attached letter.

WHAT particular action by the District or its employees caused the alleged damage or injury: (include names of employees, if known)  
Please see attached letter

WHAT sum do you claim: include the estimated amount of any prospective loss insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed; attach estimates or invoices, if possible. (If amount claimed exceeds \$10,000, no dollar amount shall be stated).

\$ 3234.70  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Total Amount Claimed \$ 3234.70

If total amount claimed exceeds \$10,000, is this a Limited Civil case? Yes  No

NAMES and addresses of witnesses, doctors and hospitals: GI Alex Memorial Hospital 300 Canal St - King City CA 93930

DATE: 6-8-16 Signature of Claimant \_\_\_\_\_

NOTICE: Section 72 of the California Penal Code provides: "Every person who with intent to defraud, presents for payment to any School District any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment."

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

**SUBJECT:** Approval of Agreement with School Services of California to Study the Three Outstanding Unification Criteria

**MEETING:** August 17, 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:

Staff recommends that the district contract with School Services of California to examine potential costs to the SMCJUHSD related to the unification of the Greenfield community schools. Areas to examine would be responsibility to return the current annual obligation bond of 1966, the potential reduction to educational programs and the fiscal impacts of the unification.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHSD Board of Education to approve the agreement with School Services of California.

Fiscal Impact:

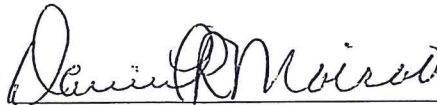
The expected cost of the contract is to be less than \$11,500.

Submitted By:



Russell Miller  
Interim Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.  
State Administrator





July 21, 2016

1121 L Street

•

Suite 1060

•

Sacramento

•

California 95814

•

TEL: 916 . 446-7517

•

FAX: 916 . 446-2011

•

[www.sscal.com](http://www.sscal.com)

*An Employee-Owned  
Company*

Mr. Russell Miller  
Interim Chief Business Official  
South Monterey County Joint Union High School District  
800 Broadway Street  
King City, CA 93930

Dear Mr. Miller:

School Services of California, Inc., (SSC) is pleased to assist the South Monterey County Joint Union High School District (District).

The Monterey County Committee on School District Organization (Committee) held a hearing on June 27, 2016, regarding the creation of a new unified school district involving Greenfield Union School District and Greenfield High School, which is currently located in the District. The unification proposal was evaluated against the nine statutory criteria governing school district reorganizations. The Committee approved six of the nine criteria and deferred making a decision on the remaining three—Criteria 3, 6, and 9—until further research and discussions could be held.

It is our understanding that the District would like SSC to further study the three outstanding criteria, which encompass the outstanding General Obligation Bonds and existing educational programs, and their fiscal implications to the District should the unification proceed.

Given the open-ended nature of this work, we propose conducting the study on an hourly basis at the rate of \$240 per hour, not to exceed \$11,500, plus expenses. If the proposal meets with your approval, please sign the enclosed Agreement for Special Services and return it to our office for final signature and processing. A final executed Agreement will be returned to you for your records. Our proposal is valid for 60 days from the date of this letter.

We appreciate the confidence you have in our firm. Please call if you have any questions about the enclosed proposal.

Sincerely,

MAUREEN EVANS  
Vice President

Enclosure



**AGREEMENT FOR SPECIAL SERVICES**  
Consultation Services

This is an Agreement between the **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 18, 2016.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding the fiscal implications of a proposed school district unification as it relates to three of the nine statutory criteria governing school district reorganizations; and

**WHEREAS**, Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client with further study of the fiscal implications of Criteria 3, 6, and 9, which encompass the outstanding General Obligation Bond and existing educational programs, on the Client under a proposed school district unification.
2. The Client agrees to pay the Consultant the amount of \$240 per hour, not to exceed \$11,500, plus expenses, upon receipt of billing from Consultant.
  - a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
  - b. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
3. This Agreement shall be for the period commencing August 1, 2016, and terminating July 31, 2017. It may be terminated at any time prior to July 31, 2017, by either party on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.



4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DR. DANIEL MOIRAO  
Superintendent  
South Monterey County Joint Union High School District

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAUREEN EVANS  
Vice President  
School Services of California, Inc.

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

**SUBJECT:** Approval of Resolution 01:16/17 Assignment of  
Delinquent Property Taxes Receivables

**MEETING:** August 17, 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:

A Joint Powers Authority (JPA) is proposed to be focused of educational agencies in Monterey County for the purpose of fully funding the district's share of property taxes. Delinquent tax payments will be collected by the JPA

Recommendation:

The recommendation is being made for the Superintendent and SMCJUHSD Board of Education approve Resolution 01:16/17, assignment of delinquent tax receivables.

Fiscal Impact:

A positive fiscal impact will be achieved as we are assured of receiving 100% of our assessed property tax value.

Submitted By:



Russell Miller  
Interim CBO

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent



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

**RESOLUTION NO. 01:16/17**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE SOUTH  
MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
APPROVING ASSIGNMENT OF DELINQUENT TAX RECEIVABLES TO  
THE MONTEREY COUNTY EDUCATIONAL DELINQUENT TAX  
FINANCE AUTHORITY FOR FISCAL YEARS ENDING JUNE 30, 2016,  
2017 AND 2018, AND AUTHORIZING EXECUTION AND DELIVERY OF  
RELATED DOCUMENTS AND ACTIONS**

**WHEREAS**, under Section 6516.6(b) of the Government Code of the State of California (the "Law"), a school district is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the school district for collection on the secured, unsecured, or supplemental property tax rolls in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

**WHEREAS**, the Monterey County Educational Delinquent Tax Finance Authority (the "Authority") has been formed as a joint powers authority for the purpose of purchasing delinquent ad valorem property taxes in accordance with Section 6516.6 of the Law upon terms and conditions which are acceptable to school districts; and

**WHEREAS**, under the Law the amount of property tax receipts to be reported in a fiscal year for a school district for The Local Control Funding Formula is equal to 100% of the school district's allocable share of the taxes distributed to it for the fiscal year, and any additional amounts will not be reported and will be provided directly to the school district; and

**WHEREAS**, the Authority has financed the purchase of tax receivables from the District in prior fiscal years; and

**WHEREAS**, the Authority has requested the South Monterey County Joint Union High School District to consider selling it certain delinquent tax collections arising with respect to the fiscal years ending June 30 in each of the years 2016, 2017 and 2018 (collectively, the "Tax Receivables"), at a purchase price which is a least equal to 110.0% of the amount of Tax Receivables; and

**WHEREAS**, the Board wishes to take its action at this time approving the sale of the Tax Receivables to the Authority upon the same terms and conditions as the Prior Tax Receivables, and approving related documents and actions;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the South Monterey County Joint Union High School District as follows:

**Section 1. Sale of Tax Receivables to Authority.** The Board hereby approves and authorizes the sale of the Tax Receivables to the Authority, at a purchase price at least equal to 110.0% of the amount of Tax Receivables.

**Section 2. Approval of Purchase and Sale Agreements.** The sale of Tax Receivables shall be accomplished under a Purchase and Sale Agreement (the "Purchase and Sale Agreement") between the District and the Authority, in substantially the form executed by the District in connection with previous sales of tax receivables to the Authority.

The sale of the Prior Tax Receivables together with any changes therein or modifications thereof approved by the Superintendent and Chief Business Official of the duties (each "Authorized Officer"). The Authorized Officer is authorized and directed to execute and deliver each such Purchase and Sale Agreement on behalf of the District, and the execution and delivery of each such Purchase and Sale Agreement by the Authorized Officer shall be conclusive evidence of the approval of any such changes and modifications. The Board hereby authorizes the delivery and performance of the Purchase and Sale Agreements.

**Section 3. Official Actions.** The Superintendent, the Authorized Officer and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale of the Tax Receivables to the Authority and the other transactions described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

**Section 4. Effective Date.** This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED this 17<sup>th</sup> day of August, 2016, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Superintendent



### Monterey County Educational Delinquent Tax Finance Authority

Premiums for Monterey County Schools: 2003 thru 2015

October 27, 2015

Public School Agencies	2003-08 Totals	Nov 2009	Nov 2010	Dec 2011	Dec 2012	Nov 2013	Nov 2014	Nov 2015	Totals
Alisal Union School District	76,949	21,217	11,603	6,869	6,715	6,072	5,459	6,239	141,123
Chualar Union School District	3,157	735	498	-	309	284	241	249	5,472
Gonzales Unified School District	39,743	12,722	8,667	5,871	5,384	5,224	4,732	4,917	87,259
Greenfield Union School District	23,717	6,160	4,038	2,434	2,376	2,188	2,006	2,204	45,123
Hartnell Community College District	102,632	48,946	30,092	18,556	16,947	15,098	13,516	14,217	260,003
King City Union School District	27,500	8,570	6,982	3,450	4,208	2,863	2,601	2,695	58,869
Lagunita Elementary School District	0	348	228	136	107	112	104	106	1,141
Mission Union School District	448	262	177	112	128	97	86	89	1,399
Monterey County Office of Education	88,759	36,869	23,750	14,502	13,245	11,821	10,615	11,124	210,685
Monterey Peninsula Unified School District	238,095	85,341	55,503	34,390	31,405	27,137	23,999	25,160	521,030
Monterey Peninsula Community College District	102,868	36,285	24,222	14,680	13,408	11,983	10,784	11,271	225,501
North Monterey County Unified School District	117,482	37,646	23,233	14,412	13,137	11,231	9,635	9,475	236,251
Salinas City Elementary School District	119,842	36,150	22,117	13,261	12,387	11,140	9,950	10,649	235,495
Salinas Union High School District	207,151	67,973	41,037	24,797	23,058	20,330	18,024	19,351	421,721
San Antonio Union School District	3,991	1,544	1,060	658	599	521	460	457	9,290
San Lucas Elementary School District	1,960	569	482	322	291	289	256	211	4,379
Santa Rita Union School District	44,215	13,958	8,292	5,000	4,678	4,136	3,653	3,984	87,917
Soledad Unified School District	40,743	13,758	7,645	4,173	4,056	3,928	3,515	3,984	81,803
South Monterey County Joint Union HS District	28,333	10,376	5,462	4,557	3,255	4,022	3,709	3,922	63,636
Spreckels Union School District	14,987	5,138	3,261	2,018	1,867	1,622	1,444	1,519	31,857
Washington Union School District	28,810	10,964	7,015	4,302	3,890	3,293	2,908	3,010	64,191
<b>Totals</b>	<b>1,311,384</b>	<b>455,531</b>	<b>285,367</b>	<b>174,500</b>	<b>161,447</b>	<b>143,390</b>	<b>127,696</b>	<b>134,834</b>	<b>2,794,148</b>

**Notes:**

1. The amount of premiums -- which are unrestricted income -- received by each of the participating schools was equal to 8.5% of the delinquent property taxes funded by the Authority for the years 2003 thru 2012. That premium benefit was increased to 10% beginning in 2013.
2. The share of the county's 1% levy property tax delinquencies that are due to each school agency and that are funded by the Authority is based on allocation factors and property tax delinquency data provided to the Authority's underwriter, Tower Capital Management, LLC, by offices of the Monterey County Auditor-Controller and Treasurer-Tax Collector.

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

**GOVERNING BOARD**

**SUBJECT:** Approval of Consolidated Application

**MEETING:** August 17, 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 requesting approval of the Annual Consolidated Application for the 2016-17 categorical programs.

Recommendation:

The recommendation is being made for the Superintendent and SMCJUHSD Board of Education approve the 2016-17 Consolidated Application.

Fiscal Impact:

None

Submitted By:



---

Russell Miller  
Chief Business Official

Approved:



---

Daniel R. Moirao, Ed.D.  
Superintendent



**2016-17 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpauill@cde.ca.gov](mailto:jpauill@cde.ca.gov), 916-319-0297

**LEA Plan**

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal 2 to the California Department of Education Monitoring Tool (CMT) at <https://cmt.cde.ca.gov/cmt/login.aspx>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> )	<a href="http://www.smcjuhsd.org/">http://www.smcjuhsd.org/</a>

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Duane Wolgamott
Authorized Representative's Signature	
Authorized Representative's Title	Chief Business Official
Authorized Representative Signature Date	06/08/2016

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2016-17 Protected Prayer Certification**

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Duane Wolgamott
Authorized Representative Title	Chief Business Official
Authorized Representative Signature Date	06/03/2016
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



**2016-17 Application for Funding**

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/09/2016
---	------------

**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Diana Jimenez
DELAC review date	02/04/2016
Meeting minutes web address	<a href="http://www.smcjuhsd.org/apps/pages/index.jsp?uREC_ID=272849&amp;type=d&amp;pREC_ID=681587">http://www.smcjuhsd.org/apps/pages/index.jsp?uREC_ID=272849&amp;type=d&amp;pREC_ID=681587</a>
Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Economic Impact Aid</b> EC 54000 SACS 7090, 7091  With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at <a href="http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp">http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp</a> .	Yes
<b>Title I Part A (Basic Grant)</b> ESEA Sec. 1111 et seq. SACS 3010	Yes
<b>Title I Part D (Delinquent)</b> ESEA Sec. 1401 SACS 3025	No

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2016-17 Application for Funding

CDE Program Contact:

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

Title II Part A (Educator Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP (English Learner) ESEA Sec. 3102 SACS 4203	Yes

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



**2016-17 Substitute System for Time Accounting**

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2016-17 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No know deficiencies

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2016-17 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

**CDE Program Contact:**

Nancy Bodenhausen, Title I Policy and Program Guidance Office, [NBodenhausen@cde.ca.gov](mailto:NBodenhausen@cde.ca.gov), 916-445-4904  
 Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956

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

**Allowable Exception Reasons**

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In

Low income measure	FRPM
Group Schools by Grade Span	No
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%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
King City High	2732170	3	996	706	70.88	Y	N	1	Y		
Greenfield High	2730174	3	1058	749	70.79	Y	N	2	Y		
Portola-Butler Continuation High	2730083	3	77	46	59.74	N	N	3	N		

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



**2016-17 Title I, Part A Nonprofit Private School Participation**

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

**CDE Program Contact:**

Rina DeRose, Title I Policy and Program Guidance Office, [RDeRose@cde.ca.gov](mailto:RDeRose@cde.ca.gov), 916-323-0472  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

**Note:**

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private nonprofit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

Add non-attendance area school(s)

No

The LEA is electing to add nonprofit private schools outside of the district's attendance area.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2016-17 Economic Impact Aid School Funding Plan**

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

**CDE Program Contact:**

Alan Frank, EIA / SCE, [afrank@cde.ca.gov](mailto:afrank@cde.ca.gov), 916-319-0251  
 Sonia Petrozello, EIA / LEP, [SPetrozello@cde.ca.gov](mailto:SPetrozello@cde.ca.gov), 916-319-0950

Group schools by grade span

No

Funding method

LEP Only

**NOTE:** If the LEA has selected to fund LEP Only, no additional action or data entry is required for the Economic Impact Aid School Funding Plan. The Plan should be saved in order to certify the data collection.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %
Portola-Butler Continuation High	2730083	3	77	46	59.74	31	40.26
Greenfield High	2730174	3	1058	749	70.79	322	30.43
King City High	2732170	3	996	706	70.88	191	19.18

-334-

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



## 2016-17 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

### CDE Program Contact:

Anie Wilson, Educator Excellence Office, [awilson@cde.ca.gov](mailto:awilson@cde.ca.gov), 916-445-5669  
Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838

### Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

### Title III, Part A Immigrant and Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

Add shared attendance area school(s)

No

This functionality allows elementary and high school districts that share an attendance area, and decide to share responsibility for Title II, Part A equitable services, to add a nonprofit private school.

### \*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2016-17 Other ESEA Nonprofit Private School Participation**

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
-------------	-------------	------------	------------------------	--------------------------------	---	-------------------------------------	--------------	------------------------

-336-

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



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

**SUBJECT:** Approval of Resolution 02:16/17 The Board of Trustees of the SMCJUHS D Support the Hartnell Community College District Facilities Bond Measure

**MEETING:** August 17, 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:

Hartnell Community College has determined that certain educational facilities, infrastructure and equipment at each of the District's campuses need to be constructed, renovated, acquired and equipped in a fiscally prudent manner to enable the District to maintain Hartnell College as a valuable community resource to provide an affordable, local education which increases the educational opportunities of all local students. The students of the SMCJUHS D utilize the resources of Hartnell while they are in high school as well as continuing their education. SMCJUHS D supports the Hartnell Bond measure.

Recommendation:

The recommendation is being made for the Superintendent and the SMCJUHS D Board of Education to approve Resolution 02:16/7.

Fiscal Impact:

None

Submitted By:



Daniel R. Moirao, Ed.D.  
Superintendent

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
RESOLUTION NO. 02:16/17**

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH  
MONTEREY COUNTY JOINT UNION HIGH SCHOOL  
DISTRICT IN SUPPORT OF THE HARTNELL COMMUNITY  
COLLEGE DISTRICT FACILITIES BOND MEASURE

**WHEREAS**, the Board of Trustees (the “Hartnell Board”) of the Hartnell Community College District (the “District”) has determined that certain educational facilities, infrastructure and equipment at each of the District’s campuses need to be constructed, renovated, acquired and equipped in a fiscally prudent manner, to enable the District to maintain Hartnell College as a valuable community resource that provides an affordable, local education, which increases the educational opportunities of all local students, including career and support facilities for veterans who desire to learn in-demand job skills or transfer to four-year universities; and

**WHEREAS**, the District partners with area employers, K-12 education systems, other higher education institutions, community organizations, and private businesses to train students and save taxpayer money; and

**WHEREAS**, the costs of attending the University of California system or the California State University system are becoming so expensive, students rely on Hartnell College, and the high quality, affordable college options it provides; and

**WHEREAS**, the majority of students from the South Monterey County Joint Union High School District attend Hartnell College after graduation and also attend while in high school through concurrent enrollment; and

**WHEREAS**, in today’s economic times and competitive job environment, the District must continue providing important training and education for local residents entering the workforce for new professions and income opportunities, as well as for local students to earn college credits, certifications and job skills all at a reasonable price; and

**WHEREAS**, the State of California is not providing the District with enough money for the District to adequately maintain Hartnell College’s educational facilities and academic programs; and

**WHEREAS**, the Hartnell Board has received information regarding the feasibility of a local bond measure and the District’s bonding capacity; and

**WHEREAS**, a local measure will help provide funds that cannot be taken away by the State to support local college transfer and job training; and

**WHEREAS**, such local measure will include mandatory taxpayer protections, including an independent citizens’ oversight of all funds and mandatory annual financial audits to ensure funds are spent only as authorized; and

**WHEREAS**, the Hartnell Board and District has solicited stakeholder and community input on priorities from students, faculty, staff, business and civic leaders, and the community; and



**WHEREAS**, in the judgment of the Hartnell Board, it is advisable to provide additional funding to improve facilities to better prepare local students and military veterans for transfer to four-year colleges and universities, and/or successful jobs and careers, by means of a general obligation bond, issued in a financially prudent manner; and

**WHEREAS**, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Hartnell Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

**THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the South Monterey County Joint Union High School District supports the facilities improvements sought through the Hartnell Community College District Facilities Bond Measure and encourages voters to vote "YES" on November 8, 2016 in favor of the measure.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of August 2016.

Ayes: \_\_\_\_\_ Members  
Noes: \_\_\_\_\_ Members  
Abstain: \_\_\_\_\_ Members  
Absent: \_\_\_\_\_ Members

---

President, Board of Trustees  
South Monterey County Joint Union High School District





EXHIBIT A

“HARTNELL COLLEGE REPAIR, JOB TRAINING, IMPROVED ACCESS MEASURE. To repair/upgrade classrooms, expand local access to higher education/ training for high-wage jobs, including nursing, agriculture, science, technology/ engineering, by upgrading aging classrooms, technology, science labs, repairing outdated, deteriorating mechanical/electrical systems, improving veterans’ services, safety, security/ disabled access, removing asbestos, acquiring, constructing, repairing sites/facilities/equipment, shall Hartnell Community College District issue \$167,000,000 in bonds at legal rates, requiring citizen oversight, independent audits, all funds used locally?”

Bonds – Yes

Bonds – No

EXHIBIT B  
FULL TEXT BALLOT PROPOSITION  
HARTNELL COMMUNITY COLLEGE DISTRICT  
BOND MEASURE ELECTION NOVEMBER 8, 2016

“HARTNELL COLLEGE REPAIR, JOB TRAINING, IMPROVED ACCESS MEASURE. To repair/upgrade classrooms, expand local access to higher education/ training for high-wage jobs, including nursing, agriculture, science, technology/ engineering, by upgrading aging classrooms, technology, science labs, repairing outdated, deteriorating mechanical/electrical systems, improving veterans’ services, safety, security/disabled access, removing asbestos, acquiring, constructing, repairing sites/facilities/equipment, shall Hartnell Community College District issue \$167,000,000 in bonds at legal rates, requiring citizen oversight, independent audits, all funds used locally?”

Bonds – Yes

Bonds – No

**PROJECTS**

The Board of Trustees of the Hartnell Community College District, to be responsive to the needs of its community, evaluated Hartnell College’s urgent and critical facility needs, and its capacity to provide students and Veterans with support facilities, an **affordable education** and prepare them for success in college and careers. 21<sup>st</sup> Century **job training**, enrollment, class size and class offerings, and information and computer technology infrastructure were each considered, in developing the scope of projects to be funded. In developing the scope of projects, the faculty, staff, students and community have **prioritized local job training**, particularly in nursing, and other healthcare training, as well as facilities available to support an affordable education, so that the most critical needs that will make Hartnell College an effective place for learning, would be addressed. Based on Board, faculty, student and community input, it was concluded that if these facility needs were not addressed now, Hartnell College would be unable to remain competitive in preparing students for jobs in high demand industries and university transfer. The Board concluded that the longer they waited to repair and upgrade Hartnell College, the more expensive it would be. **In approving the Projects, the Board of Trustees determines that Hartnell College MUST:**

- (i) **Improve access to local higher education opportunities; and**
- (ii) **Improve student access to computers and modern technology; and**
- (iii) **Upgrade campus facilities that provide job training for a skilled workforce.**



The following types of projects are authorized to be undertaken at Hartnell College:

**LOCAL FUNDS FOR JOB TRAINING AND COLLEGE TRANSFER:**

**Academic Facility and Technology Upgrade Projects  
To Help Students, Transfer to Four-Year  
Universities or be Trained For 21<sup>st</sup> Century Jobs**

- Construct or upgrade classrooms for job training in nursing and other health sciences, agriculture science/technology, teaching and computer/information technology.
- **Repair and upgrade classrooms, labs and job training centers for 21<sup>st</sup> Century jobs.**
- Provide adequate libraries, classrooms and labs at District instructional locations for career training and transfer to universities.
- Upgrade computer labs and classroom instructional technology.
- **Provide space for universities to offer four-year bachelor's degrees.**
- Update campus facilities to provide access for students with disabilities.
- Increase energy efficiency by replacing aging heating, ventilation and air-conditioning systems with energy-efficient models and install energy saving dual pane windows to reduce operating expenses.
- Upgrade and replace existing information technology infrastructure and network systems to improve efficiency and increase capacity.
- Upgrade and construct academic buildings to expand classrooms for job training and career technical education and provide literacy and English language learning centers.
- Construct science, technology, engineering and math (STEM) labs at District instructional locations.

**LOCAL FUNDS FOR BASIC REPAIRS:**

**Projects Needed To Meet Current Safety  
Building Codes And Demand for Classes**

- **Repair or replace leaking roofs.**
- Renovate, repair or replace deteriorating and outdated laboratories, classrooms, training centers and support facilities.
- Remove hazardous asbestos, lead paint and other hazardous materials.
- Update classrooms and educational facilities to meet current fire and safety codes.
- Update campus facilities to provide access for disabled students.
- Improve student, staff and faculty safety by upgrading emergency management systems, including video surveillance, emergency communication systems, and security systems.

- Upgrade electrical, mechanical, heating, ventilation and air-conditioning systems.

\* \* \*

### FISCAL ACCOUNTABILITY:

**This bond measure has strict accountability requirements including:**

1. All money will benefit Hartnell College campuses and CANNOT BE TAKEN BY THE STATE.
2. NO MONEY can be used for ADMINISTRATOR SALARIES or administration
3. Require CITIZENS' OVERSIGHT and yearly reports to the community to keep the College accountable for how the funds are spent.
4. NO ADMINISTRATOR SALARIES. Proceeds from the sale of the bonds authorized by this proposition shall be used only for the acquisition, construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and not for any other purpose, including teacher, faculty and college administrator salaries, pensions and other operating expenses.
5. FISCAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

\* \* \*

The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency. In addition to the listed projects stated above, authorized projects also include the acquisition of a variety of instructional, maintenance and operational equipment, including interim funding incurred to advance fund projects from payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated college activities caused by construction projects. In addition to the projects listed above, repair, renovation and construction projects may include, but not be limited to, some or all of the following: renovation of student and staff restrooms; replace aging electrical and plumbing systems; repair and replacement of heating and ventilation systems; upgrade of facilities for energy efficiencies, including photovoltaic/solar installations; repair and replacement of worn-out and leaky roofs, windows, walls doors and drinking fountains; removal of outdated buildings and construction of new classrooms and support buildings; installation of wiring and electrical systems to safely



accommodate computers, technology and other electrical devices and needs; replace mechanical units on all campuses; acquire land; upgrade facilities to meet current earthquake safety standards; repair and replacement of fire alarms, emergency communications and security systems; upgrading, resurfacing, replacing or relocating of hard courts, fields, turf and irrigation systems; install artificial turf on ball fields; replace broken concrete walks, replace deteriorating asphalt; upgrade classrooms; build or upgrade facilities for math, physical sciences, fine arts, theatre arts, and agriculture; construct or expand a simulation lab for allied health programs; improve campus signage; upgrade, resurfacing and reconditioning existing parking lots; renovate or construct a facility for multi-purpose/lecture /meeting space for district and community use; repair, upgrade and install interior and exterior lighting systems; replace water and sewer lines and other plumbing systems; construct, upgrade, acquire or expand foreign language, humanities buildings, fine arts and performing arts facilities, physical education facilities, locker rooms, administrative offices, public safety office, maintenance building, student service/campus center and instructional buildings, trades and technology building, library, athletic fields, student services building, turf; acquire transitional portable buildings; improve water conservation and energy efficiency; replace elevators; replace outdated security systems; replace existing window systems with energy-efficient systems to reduce costs; improve insulation, weatherproofing and roofs to reduce costs; improve access for the disabled; install and repair fire safety equipment, including alarms, smoke detectors, sprinklers, emergency lighting, and fire safety doors; replace broken concrete walks, deteriorated asphalt; replace/upgrade existing signage, bells and clocks; demolition of unsafe facilities; install new security systems, such as security (surveillance) cameras, outdoor lighting, fencing, gates and classroom door locks; replace sewer lines and improve drainage systems to prevent flooding; upgrade roadway and pedestrian paths for improved safety and access for emergency vehicles, site parking, utilities and grounds. The project list also includes the refinancing of outstanding lease obligations. The upgrading of technology infrastructure includes, but is not limited to, the acquisition of computers, LCD projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, information systems, printers, digital white boards, upgrade voice-over-IP, communication systems, audio/visual and telecommunications systems, call manager and network security/firewall, Internet connectivity, wireless systems, technology infrastructure, and other miscellaneous IT and instructional equipment.

The Project List also includes the construction of a multipurpose education facility in Soledad to better serve South Monterey County; establishment of a “Center for Literacy and Language Development” in South Monterey County; construction of a multipurpose education facility in North Monterey County to better serve students in North Monterey County; addition of classrooms and labs at the Alisal Campus to improve job training programs in commercial refrigeration, food safety, seed science technology; establishment of an Innovation Center and creation of space for learning support and services and community use in Alisal; expansion of the King City Education Center by adding science labs to support STEM education and construction of areas for learning support and services and community use in King City; partner with area high schools to upgrade science classrooms and labs for joint use and to support dual enrollment of high school students; construct a Center for Nursing and Health Science on the main campus in Salinas, and expand or upgrade Buildings D, E, G, H, J, K and N; establishment of a University Center for completion of bachelor’s degrees.

The allocation of bond proceeds will be affected by the District’s receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District’s share of the costs of the projects, the District will not be able to complete some of the projects listed above. Some projects may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The budget for each project is

an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects.

Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.



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

**GOVERNING BOARD**

**SUBJECT:** Board Policies -Second Reading

**MEETING:** August 17, 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 0420.41 Charter School Oversight (new)
- BP 1230 School Connected Organizations (revised)
- AR 1230 School Connected Organizations (new)
- BP 3311 Bids (revised)
- AR 3311 Bids (revised)
- BP 3541.2 Transportation for Students with Disabilities (revised)
- BP 3580 District Records (revised)
- AR 4217.11 Preretirement Part-Time Employment (new)
- BP 6200 Adult Education (revised)
- AR 6200 Adult Education (revised)
- BB 9222 Resignation (revised)
- BB 9270 Conflict of Interest (revised)
- E 9270 Conflict of Interest (new)

Recommendation:

All suggested changes have been made from the first reading. It is recommended that the Superintendent and SMCJUHSD Board of Education approve the attached policies, regulations, bylaws, and exhibits as revised by the South Monterey County Joint Union High School District Board of Education.

Fiscal Impact:

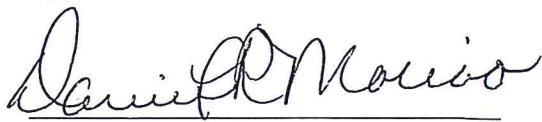
No fiscal impact

Submitted By:



Daniel R. Moirao Ed. D.  
Superintendent

Approved:



Daniel R. Moirao, Ed.D.  
Superintendent

Philosophy, Goals, Objectives and Comprehensive Plans

Charter School Oversight

REQUIREMENTS FOR CHARTER SCHOOLS

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that expressly include charter schools, including, but not limited to, requirements that each charter school:

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

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public



elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

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

c. Other admissions preferences may be permitted by the chartering district on an individual school basis consistent with law. (Education Code 47605)

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

10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

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

14. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)

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

16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

18. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy, with specified components (Education Code 51224.7)

19. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60850-60859)
20. Until July 31, 2018, grant a high school diploma to any student who completed grade 12 in the 2003-04 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 60851.6)
21. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)
22. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
23. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
24. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)
25. If the school offers an athletic program, annually provide an information sheet about concussion and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Education Code 49475)
26. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
27. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)
28. Maintain written contemporaneous records that document all student attendance and



make these records available for audit and inspection (Education Code 47612.5)

29. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
30. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days (Education Code 69432.9)
31. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
  - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
  - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
32. Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)
33. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
  - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
  - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
  - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration
34. Promptly respond to all reasonable inquiries from the district, the county office of

education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)

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

a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template in 5 CCR 15497.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5; 5 CCR 15497.5)

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

c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)

e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)

36. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or



regulation governing educational programs, in accordance with 5 CCR 4600-4670  
(5 CCR 4600)

37. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article XVI, Section 8.5)

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

(10/13 4/15) 5/16

Exhibit: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California

## Community Relations

### School-Connected Organizations

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting the district's educational and extracurricular programs. The Board appreciates the contributions made by such organizations toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities.

(cf. 0200 - Goals for the School District)  
(cf. 6020 - Parent Involvement)

The Board recognizes that school-connected organizations are separate legal entities, independent of the district. However, in order to help the Board fulfill its legal and fiduciary responsibility to manage district operations, any school-connected organization that desires to raise money to benefit any district student shall submit a request for authorization to the Board, in accordance with Board policy and administrative regulation. In order to protect the district and students, the Superintendent or designee shall establish appropriate internal controls for the relationship between school-connected organizations and the district.

*(cf. 1321 - Solicitation of Funds from and by Students)*  
*(cf. 1330 - Use of School Facilities)*  
*(cf. 3452 - Student Activity Funds)*

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3290 - Gifts, Grants and Bequests)  
(cf. 3554 - Other Food Sales)  
(cf. 5030 - Student Wellness)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall establish appropriate rules for the relationship between school-connected organizations and the district.

A school-connected organization shall obtain the written approval of the Superintendent or



designee prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of a district school or the students at that school. (Education Code 51521)

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 1330 - Use of School Facilities)

(cf. 3452 - Student Activity Funds)

A school-connected organization may consult with the principal to determine school needs and priorities.

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

(cf. 3260 - Fees and Charges)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

35160 Authority of governing boards

38130-38138 Civic Center Act, use of school property for public purposes

48931 Authorization for sale of food by student organization

48932 Authorization for fund-raising activities by student organization

49011 Student fees

49431-49431.7 Nutritional standards

51520 Prohibited solicitation on school premises

51521 Fund-raising project

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes

25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

PENAL CODE

319-329 Lottery, raffle

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

15500 Food sales in elementary schools

15501 Food sales in high schools and junior high schools

15575-15578 Requirements for foods and beverages outside the federal meals program

CODE OF REGULATIONS, TITLE 11

300-312.1 Fundraising for charitable purposes

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 7

210.11 Competitive food services

220.12 Competitive food services

COURT DECISIONS

Serrano v. Priest, (1976) 18 Cal. 3d 728

Management Resources:

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference

WEB SITES

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

California Office of the Attorney General, charitable trust registry:

<http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>

Fiscal Crisis and Management Assistance Team (FCMAT); <http://www.fcmat.org>

(12/90 7/07) 5/16

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California



Community Relations

School-Connected Organizations

A school-connected organization's request for authorization to operate within the district or at a district school shall contain, as appropriate:

1. The name and purpose of the organization
2. The date of application
3. Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination

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

4. The names, addresses, and phone numbers of all officers
5. A list of specific objectives
6. An agreement to grant the district the right to audit the group's financial records, either by district personnel or a certified public accountant, whenever any concern is raised regarding the use of the funds
7. The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds
8. The signature of the principal of the supporting school
9. Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future
10. An agreement to provide evidence of liability and/or directors and officers insurance when and in the manner required by law

(cf. 1330 - Use of School Facilities)

Requests for subsequent authorization shall be annually submitted to the Superintendent or designee, along with a financial statement showing all income and expenditures from fundraisers. If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his/her recommendation to the Governing Board for approval.

When deemed necessary by the Board or the Superintendent or designee, the authorization for a school-connected organization to conduct activities in the district may be revoked at any time.

Each school-connected organization shall abide by the following rules:

1. The organization shall not act as an agent of the district or school.
2. The organization shall not use the district's tax-exempt status and identification number. It shall be responsible for its own tax status, accounting, internal controls, financial reporting, retention of records, and other operations.
3. The organization shall use a separate name and logo. Any use of a name or logo affiliated with the district, a district school, or a school team shall require the prior consent of the Superintendent or designee.
4. Funds of the school-connected organization shall not be co-mingled with district funds, including associated student body funds.
5. The organization shall not hire or directly pay any district employee. If a school-connected organization wishes to pay for additional and/or extracurricular services, the person to provide the services shall be hired through the district's personnel department, provided the Board approves the position. At their discretion, employees may volunteer to perform activities for school-connected organizations during nonworking hours.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(12/90 7/07) 5/16

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California



## Business and Noninstructional Operations

### Bids

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. In leasing or purchasing equipment, materials, supplies, or services for the district and when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such leases and purchases shall be made using competitive bidding.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
 (cf. 3000 - Concepts and Roles)  
 (cf. 3300 - Expenditures and Purchases)

In order to ensure transparency and the prudent expenditure of public funds, the Governing Board shall award contracts in an objective manner and in accordance with law. District equipment, supplies, and services shall be purchased using competitive bidding when required by law or if the Board determines that it is in the best interest of the district to do so.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 3000 - Concepts and Roles)*  
*(cf. 3300 - Expenditures and Purchases)*

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

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. (Public Contract Code 20116)

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

(cf. 9270 - Conflict of Interest)

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

The Superintendent or designee shall develop the procedures to be used for rating bidders for

award of contracts which, by law or Board policy, require prequalification. The procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

(cf. 9270 - Conflict of Interest)

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible and responsive bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

Bid specifications shall be carefully designed and shall describe in detail the quality, delivery, and service required.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation.

(cf. 9270 - Conflict of Interest)

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act

17250.10-17250.55 Design-build contracts

17406 Lease-leaseback contract

17595 Purchase of supplies through Department of General Services

17602 Purchase of surplus property from federal agencies

38083 Purchase of perishable foodstuffs and seasonable commodities

38110-38120 Apparatus and supplies

39802 Transportation services

CODE OF CIVIL PROCEDURE

446 Verification of pleadings



GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts  
4330-4334 Preference for California-made materials  
6252 Definition of public record  
53060 Special services and advice  
54201-54205 Purchase of supplies and equipment by local agencies

PUBLIC CONTRACT CODE

1102 Emergencies  
2000-2002 Responsive bidders  
3000-3010 Roofing projects  
3400 Bids, specifications by brand or trade name not permitted  
3410 United States produce and processed foods  
6610 Bid visits  
12200 Definitions, recycled goods, materials and supplies  
20101-20103.7 Public construction projects, requirements for bidding  
20103.8 Award of contracts  
20107 Bidder's security  
20110-20118.4 Contracting by school districts  
20189 Bidder's security, earthquake relief  
22002 Definition of public project  
22030-22045 Alternative procedures for public projects (UPCCAA)  
22050 Alternative emergency procedures  
22152 Recycled product procurement

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)  
Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261  
Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739  
Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425  
Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241  
Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449  
City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 1 (2006)

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION

PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

WEB SITES

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

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

California Uniform Construction Cost Accounting Commission:  
[http://www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html)

(7/08 8/13) 5/16

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

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 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 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 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. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. 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)
5. 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)
6. 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)

7. The district shall consider only responsive bids from responsible bidders in determining the lowest bid.
8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.

9. 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)*

10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

### Prequalification Procedure

When required by law or the Board, 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. For this purpose, 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)

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 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

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)
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

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 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 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 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 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 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 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.

### Design-Build Contracts

When it is in the best interest of the district, the Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

The procurement process for design-build projects shall be as follows: (Education Code 17250.25)

1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to, the size, type, and desired design character of the project; performance specifications covering the quality of materials, equipment, workmanship, preliminary plans, or building layouts; or any other information deemed necessary to describe adequately the district's needs. The documents may include operations during a training or transition period, but shall not include long-term operations for a project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.
2. The district shall prepare and issue a request for qualifications in order to prequalify or develop a short list of the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
  - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
  - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction experience, acceptable safety record, and all other non-price-related factors
  - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

The district also may identify specific types of subcontractors that must be included in the statement of qualification and proposal.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use

a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprentice able occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25)

3. The district shall prepare a request for proposals that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The request for proposals shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.

5. For those projects utilizing best value as a selection method, the following procedures shall be used:

a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.

b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.

c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

#### Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3400)



1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, 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.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific 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

(cf. 9323.2 - Actions by the Board)

#### 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 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)

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 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 apprentice able occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

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.

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)

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)

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)

#### Lease-Leaseback Contract

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 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 apprentice able occupation in the building and construction trades. (Education Code 17406, 17407.5)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

(cf. 9124 - Attorney)

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)

#### Uniform Public Construction Cost Accounting Act

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
  - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
  - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to one or both of the following:
    - (1) To all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due
    - (2) To all construction trade journals identified pursuant to Public Contract Code 22036
  - c. The district shall review the informal bids and award the contract, except that:
    - (1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate was reasonable.
    - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
  - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following



ways:

- (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
- (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
- (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
- (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair a facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, in accordance with the contracting procedures in Public Contract Code 22050. The work may be done by day labor under the direction of the Board and/or contractor. (Public Contract Code 22035)

(8/13 10/15) 5/16

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California

Business and Noninstructional Operations

Transportation For Students With Disabilities

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

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

(cf. 3540 - Transportation)

(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)

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

3250 - Transportation Fees.\*\*\*

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

(cf. 3250 - Transportation Fees)

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

(cf. 5131.1 - Bus Conduct)

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



When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

(cf. 3541 - Transportation Routes and Services)

The Superintendent or designee shall establish procedures to ensure compatibility between mobile seating devices and bus securement systems.

(cf. 3542 - School Bus Drivers)

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

(cf. 3542 - School Bus Drivers)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

(cf. 6163.2 - Animals at School)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

Legal Reference:

EDUCATION CODE

39807.5 Payment of transportation cost

39839 Guide dogs, signal dogs, and service dogs on bus

41850-41854 Allowances for transportation

48300-48315 Alternative interdistrict attendance program

48915.5 Expulsion of students with exceptional needs

56040 No cost for special education and related services

56195.8 Adoption of policies  
56327 Assessment for special education and related services  
56345 Individualized education program  
56365-56366.1 Nonpublic nonsectarian schools or agencies  
CIVIL CODE  
54.1-54.2 Service animals  
CODE OF REGULATIONS, TITLE 5  
15243 Physically handicapped minors  
15271 Exclusion from report  
UNITED STATES CODE, TITLE 20  
1400-1482 Individuals with Disabilities Education Act  
UNITED STATES CODE, TITLE 29  
794 Section 504 of the Rehabilitation Act of 1973  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.104 Definitions  
35.136 Service animals  
CODE OF FEDERAL REGULATIONS, TITLE 34  
104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504  
300.1-300.818 Individuals with Disabilities Education Act, especially:  
300.34 Transportation defined as related service  
CODE OF FEDERAL REGULATIONS, TITLE 49  
571.222 Federal requirements for bus securement systems

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
Special Education Transportation Guidelines  
Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013  
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS  
Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the  
Education of Children with Disabilities, 2009  
Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009  
WEB SITES  
California Department of Education: <http://www.cde.ca.gov>  
U.S. Department of Education: <http://www.ed.gov>

(2/95 10/97) 5/16

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California



## Business and Noninstructional Operations

### District Records

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

*(cf. 1340 - Access to District Records)*  
*(cf. 3440 - Inventories)*

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

*(cf. 0440 - District Technology Plan)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 4040 - Employee Use of Technology)*  
*(cf. 9011 - Board Member Electronic Communications)*

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*  
*(cf. 5125 - Student Records)*  
*(cf. 5125.1 - Release of Directory Information)*

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

(cf. 1112 - Media Relations)  
(cf. 1113 - District and School Web Sites)  
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)  
(cf. 5145.6 - Parental Notifications)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)  
(cf. 5141 - Health Care and Emergencies)

Legal Reference:

EDUCATION CODE

35145 Public meetings  
35163 Official actions, minutes and journal  
35250-35255 Records and reports  
44031 Personnel file contents and inspection  
49065 Reasonable charge for transcripts  
49069 Absolute right to access

CIVIL CODE

1798.29 Breach of security involving personal information

CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act  
2031.010-2031.060 Civil Discovery Act, scope of discovery demand  
2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking  
6252-6265 Inspection of public records  
12946 Retention of employment applications and records for two years

PENAL CODE

11170 Retention of child abuse reports  
CODE OF REGULATIONS, TITLE 5  
430 Individual student records; definition  
432 Varieties of student records  
16020-16022 Records, general provisions  
16023-16027 Retention of records



UNITED STATES CODE, TITLE 20  
1232g Family Educational Rights and Privacy Act  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.8 Family Educational Rights and Privacy Act

Management Resources:

WEB SITES

California Secretary of State: <http://www.sos.ca.gov/safeathome>

(11/09 4/13) 5/16

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California

Personnel

Preretirement Part-Time Employment

When the Governing Board has adopted the reduced workload program, any classified employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, in the best interest of the district, and collective bargaining agreement.

When so authorized, any classified employee who is a member of the Public Employees' Retirement System may reduce his/her workload from full time to part time without losing retirement benefits, if all of the following conditions are met: (Education Code 45139)

1. The employee shall have reached the age of 55 prior to the workload reduction.
2. The employee shall have been employed full time in a classified position for at least 10 years, of which the immediately preceding five years were full-time employment.
3. During the period immediately preceding a request for reduction in workload, the employee shall have been employed full time in a classified position for a total of at least five years without a break in service.
4. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the district.
5. The employee shall be paid a salary that is the pro rata share of the salary he/she would be earning had the employee not elected to exercise the option of part-time employment.
6. The employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time classified employee.

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

7. The minimum part-time employment shall be the equivalent of one-half of the number of hours of service required by the employee's contract during his/her final year of service in a full-time classified position.
8. The period of the part-time employment shall not exceed five years.
9. The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.

Prior to the reduction of an employee's workload, the Superintendent or designee shall verify the employee's eligibility for the reduced workload program. (Government Code 20905)



The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Government Code 20905)

(cf. 3580 - District Records)

The district may allow any classified employee who is not eligible for the reduction of workload pursuant to Education Code 45139 to reduce his/her workload from full time to part time after determining that it is in the best interest of the district. In any such case, the Board shall specify the terms and conditions under which the reduction in workload shall take place.

Legal Reference:

EDUCATION CODE

45139 Reduced workload for classified employees

GOVERNMENT CODE

20000-21703 Public Employees' Retirement System, especially:

20905 Reduced workload program, classified employees

53201 Health and welfare benefits

COURT DECISIONS

Praiser v. Biggs Unified School District (2001) 87 Cal.App.4th 398

Management Resources:

WEB SITES

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

(12/90) 5/16

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California

## Instruction

### Adult Education

The Governing Board believes that education is a lifelong process and that it is important for individuals to continuously develop new skills. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

OPTION 1: The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courses to be offered through the district's adult education program.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's adult education consortium shall be designated by the Board. (Education Code 84905)

(cf. 9140 - Board Representatives)

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. (Education Code 52505, 52513)

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

1. At least one term in the adult elementary program
2. Overall eighth-grade placement on a recognized standardized achievement test

Adult education students who fulfill the district's graduation requirements shall receive a



diploma of high school graduation.

(cf. 6142.7 - Physical Education and Activity)  
(cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

8500-8538 Adult education  
10200 CalWORKs education and job training plan  
41975-41976.2 Adult education; authorized classes and courses  
44260.2-44260.3 Credential requirements, designated subjects adult education credential  
44865 Qualifications for home teachers and teachers in special classes  
46190-46192 Adult school; days of attendance  
46300.1-46300.4 Independent study  
51040 Prescribed courses  
51056 Adult education course of study  
51225.3 Requirements for graduation  
51241 Physical education exemptions  
51246 Physical education exemptions  
51730-51732 Elementary school special day and evening classes  
51745-51749.6 Independent study  
51810-51815 Community service classes  
52500-52523 Adult schools  
52530-52531 Use of hospitals  
52540-52544 Adult English classes  
52550-52556 Classes in citizenship  
52570-52572 Disabled adults  
52610-52616.24 Adult schools, finances  
52651-52656 Immigrant Workforce Preparation Act  
60410 Books for adult classes  
84830 Adult education consortium  
84900-84920 Adult Education Block Grant

WELFARE AND INSTITUTIONS CODE

11320-11329.5 CalWORKs, including education and job training

CODE OF REGULATIONS, TITLE 5

10501 Adult education

10508 Records and reports

10530-10534 Standards

80034 Teaching credentials, adult education

80034.5 Adult education, substitute teachers

80036-80036.4 Requirements for designated subjects adult education credential

80040.2-80040.2.7 Programs of personalized preparation for the designated subjects adult education teaching credentialing

UNITED STATES CODE, TITLE 20

2301-2415 Carl D. Perkins Career and Technical Education Act

UNITED STATES CODE, TITLE 29

3101-3255 Workforce Innovation and Opportunity Act

3271-3333 Adult Education and Family Literacy Act

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Adult Education Handbook for California, 2005

Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013

WEB SITES

California Council for Adult Education: <http://www.ccaestate.org>

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

California Department of Industrial Relations, Division of Apprenticeship Standards:

<http://www.dir.ca.gov/das>

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

Comprehensive Adult Student Assessment Systems: <http://www.casas.org>

(6/97 7/99) 5/16

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California



## Instruction

## Adult Education

## Enrollment

With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. For other adult education programs, adults include people's age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52610, 84901)

Concurrent Enrollment of High School Students

High school students shall be permitted to enroll in an adult education program, course or class for sound educational purposes. Such classes shall supplement and not supplant the regular high school curriculum. Sound educational purposes include, but are not limited to, the following: (Education Code 52523)

1. The adult education program, course or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's vocational and technical education program.

*(cf. 6178 - Career Technical Education)*

4. The adult education program, course or class supplements and enriches the high school student's educational experience.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes his/her parent/guardian and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the meeting and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education class
2. That this enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

The above statement shall be signed by the student, the parent/guardian and the certificated high school representative.

*(cf. 6164.2 - Guidance/Counseling Services)*

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

#### Community Service Classes

As part of the adult education program, the Board may establish and maintain community service classes to provide instruction that contributes to the physical, mental, moral, economic or civil development of any persons who may wish to enroll. (Education Code 51810)

Certificates of skill or accomplishment may be provided upon the satisfactory completion of community service classes. (Education Code 51813)

#### Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

*(cf. 6158 - Independent Study)*

Participation in independent study shall be voluntary. (Education Code 51747)

For students 21 years of age or older, or students 19 years of age or older who have not been continuously enrolled in school since their 18th birthday, any course taken through independent study must be a course listed in Education Code 51225.3 or otherwise required by the Board as a prerequisite to receiving a diploma for high school graduation. (Education Code 46300.4)

*(cf. 6143 - Courses of Study)*



Adult education classes or courses shall offer instruction in one or more of the following:  
(Education Code 41976, 84913)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation

3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce

4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school

5. Programs for adults with disabilities

6. Short-term career technical education programs with high employment potential

7. Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs

8. Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting

9. English as a second language

10. Programs for older adults

11. Home economics

12. Health and safety education

The Superintendent or designee shall annually submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

Adults also may be enrolled in community service classes offered by the district. (Education Code 51811)

(cf. 6146.4 - Service Learning/Community Service Classes)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

### Fees

The district may charge adult education students a registration fee for each adult education class, with the following exceptions:

1. No fee shall be charged for a class for which high school credit is granted if the class is taken by an individual who does not hold a high school diploma. (Education Code 52612)
2. No charge shall be made for a class in an elementary subject or a class in English or citizenship for immigrants unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrants enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the

Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged. (Education Code 52612, 52613)

Except for those fees required by law, at the recommendation of the Superintendent or designee, the payment of fees may be waived in cases of unusual hardship.

The Board may fix a charge, not to exceed costs, for books furnished to adult education students. In some cases books may be obtained from the district at cost or may be obtained on loan with the payment of a refundable deposit. In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes. (Education Code 52615, 60410)

*(cf. 3260 - Fees and Charges)*

### Graduation Requirements

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of the following:

1. At least one term in the adult elementary program which includes reading, writing, arithmetic, spelling, current events, geography, California and U.S. history, civics and natural science
2. Overall eighth-grade placement on a recognized standard achievement test
3. Successful passage of a district test in U.S. history and Constitution

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.



*(cf. 6146.1 - High School Graduation Requirements)*

(6/95 6/97) 7/99

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California

## Board Bylaws

### Resignation

A Governing Board member who wishes to resign may do so by filing a written resignation with the County Superintendent of Schools. (Education Code 5090)

A copy shall be given to the Board secretary.

The written resignation is effective when filed, except when a deferred effective date is specified in the resignation. (Education Code 5090)

A Board member may not defer the effective date of his/her resignation for more than 60 days after filing. (Education Code 5091)

A written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable upon being filed. (Education Code 5090)

Upon resignation, the Board member may continue to exercise all his/her powers, save that of voting for a successor, until the effective date of resignation. (Education Code 35178)

*(cf. 9270 - Conflict of Interest)*

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

*(cf. 9270 - Conflict of Interest)*

### Legal Reference:

#### EDUCATION CODE

5090-5095 Vacancies on the board

35178 Resignation with deferred effective date

#### GOVERNMENT CODE

1770 Vacancy on the board

87300-87313 Conflict of interest code

87500 Statement of economic interests

### Management Resources:

#### CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

#### WEB SITES

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



(7/84 9/89) 5/16

Bylaw

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California

## Board Bylaws

### Conflict Of Interest

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic



Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)  
(cf. 9222 - Resignation)

#### Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

#### Additional Requirements for Boards that Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to

Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

*(cf. 3430 - Investing)*

#### Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; *Klistoff v. Superior Court*, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code



1091.5.

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

#### Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

#### Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

#### Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

#### Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee,

provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

### Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

### Legal Reference:

#### EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

#### FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners



## GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

## PENAL CODE

85-88 Bribes

## REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

## CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

## COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

## ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

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

(7/10) 5/16

Bylaw

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California



Board Bylaws

Conflict Of Interest

RESOLUTION ADOPTING A  
CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the South Monterey County Joint Union High School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the South Monterey County Joint Union High School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the South Monterey County Joint Union High School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at a meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary/President

Conflict of Interest Code of the  
\_\_\_\_\_  
School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

#### APPENDIX

##### Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the



designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

Designated Position and Disclosure Category

Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

(7/10) 5/16

Exhibit: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: August 17, 2016

King City, California