

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

Wednesday, January 20, 2016

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

BOARD OF EDUCATION

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

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Ramon Fragoso - GHS ASB President

OPEN SESSION: 5:25 PM

A. CALL TO ORDER

B. PUBLIC COMMENT

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

El público 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 a cabo la sesión y entregando esta tarjeta a la Secretaría de el Superintendente antes de que la Mesa Directiva de Educación de por terminada la junta.

CLOSED SESSION: 5:30 PM

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

OPEN SESSION: 6:30 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS

D. STUDENT BOARD MEMBER REPORT

E. BOARD MEMBER COMMENT

PUBLIC COMMENT: The public may address the Board regarding general school district topics or a specific agenda item. The person wishing to speak is asked to complete a Request to be Heard Form prior to the meeting, indicating whether they wish to address a non-agenda item or a specific item and present it to the Executive Assistant. This is an opportunity to address the Board when that item is acted upon. Unless otherwise determined by the Board/State Administrator, each person is limited to 3 (three) minutes. If a large number wish to speak on a specific item, there is a limit of 20 minutes total input on an item. For matters that are not listed on the agenda, the Board may refer the matter to the Superintendent or designee, or take it under advisement, but shall not take action at that time except as allowed by law. El público puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos generales o a asuntos especificados en la agenda. La persona que quiera hablar debe de pedir la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un

tema de la agenda o algún otro asunto y presentarlo a la Secretaría de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se esté llevando acabo. A menos que se determine de otra manera por el Administrador de el Estado, cada persona tiene un máximo de 3 minutos para hablar. Se hay muchas personas que quieran hablar sobre un asunto específico entonces habrá un limite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.

F. REPORT FROM STATE ADMINISTRATOR

G. APPROVAL OF AGENDA

H. EMPLOYEE ORGANIZATIONS

I. CONSENT AGENDA

1. Approval of Minutes: December 14, 2015 (Pages 1-9)
2. Approval of Personnel Report Dated January 20, 2016 (*Claudia Arellano, Sr. Director Human Resources*)
3. Approval of Accounts Payable Warrants – December 2015 (*Duane Wolgamott, CBO*) (Pages 10-17)
4. Approval of Purchase Orders – December 2015 (*Duane Wolgamott, CBO*) (Pages 18-20)

J. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

K. PUBLIC HEARING

1. Educator Effectiveness Spending Plan (Pages 21-22)

L. INFORMATION ITEMS

1. 2014-2015 Annual Financial Report (*Michael Ash, CPA from Christy White*) (Pages 23-122)
2. Curriculum and Instruction Update (*Diana Jimenez, Director of Educational Services*)
3. School Enrollment, Attendance, and Referrals Statistics (*Duane Wolgamott, CBO*) (Pages 123-139)
4. Revenue and Expense Report for 2015-16 (*Duane Wolgamott, CBO*) (Pages 140-146)
5. Cash Flow Summary Report for 2015-16 (thru December 2015) (*Duane Wolgamott, CBO*) (Page 147-161)
6. P-1 ADA Report (*Duane Wolgamott, CBO*) (Page 162-170)
7. Board Policies – First Reading (*Daniel Moirao, Ed.D., State Administrator*) (Pages 171-232)
 - BP 2121 - Superintendents Contract (revised)
 - BP 4030 - Nondiscrimination in Employment (revised)
 - AR 4030 - Nondiscrimination in Employment (revised)
 - AR 4031 - Complaints Concerning Discrimination In Employment (deleted incorporated into AR 4030)
 - BP 4121 - Temporary Substitute Personnel (revised)
 - AR 4261.1 - Personal Illness/Injury Leave (revised)
 - BP 5111.1 - District Residency (revised)
 - AR 5111.1 - District Residency (revised)
 - AR 5111.12 - Residency Based on Parent/Guardian Employment (deleted incorporated into BP/AR 5111.1)
 - BP 5141 - Health Care and Emergencies (new)
 - AR 5141 - Health and Emergencies (new)

M. ACTION ITEMS

1. Approval of Acceptance of 2014-2015 Annual Financial Audit (*Duane Wolgamott, CBO*) (Page 233)

2. Approval of Contract with #1 Achieve Academic Excellence for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*)(Pages 234-244)
3. Approval of Contract with #1 Educando con Tabletas for Supplemental Educational Services to be Provided to Greenfield High School, King City High School, and Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 245-255)
4. Approval of Contract with 1 iPad Gratis LLC for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 256-266)
5. Approval of Contract with 1 Online Tutoring LLC for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 267-277)
6. Approval of Contract with Jump Into Math, JIM Enterprises, Inc. for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 278-288)
7. Approval of Contract with Learn with iPads LLC for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 289-299)
8. Approval of Contract with Professional Tutors of America Inc. for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola-Butler Continuation High School (*Diana Jimenez, Director of Educational Services*) (Pages 300-310)
9. Approval of Statistics Math Course (*Diana Jimenez, Director of Educational Services*) (Pages 311-318)
10. Approval of Creative Writing Course (*Diana Jimenez, Director of Educational Services*) (Pages 319-327)
11. Approval of Online Elective Courses – APEX (*Diana Jimenez, Director of Educational Services*) (Pages 328-399)
12. Approval of Project Lead the Way (PLTW) – Principles of Engineering (Foundational Course 2) (*Diana Jimenez, Director of Educational Services*) (Pages 400-408)
13. Approval of MOU JPA with Salinas High School District (*Daniel Moirao, Ed.D., State Administrator*) (Pages 409-411)
14. Approval of Service Agreement with Insights to Behavior (*Isaac Estrada, Ed.D., Director of Alternative Placement for Student Success*) (Pages 412-414)
15. Approval of Retroactive Service Agreement with Dr. Jacqueline Cheong to Furnish Consultant Services (*Isaac Estrada, Ed.D., Director of Alternative Placement for Student Success*) (Pages 415-418)
16. Approval of Service Agreement with Dr. Jacqueline Cheong to Furnish Consultant Services: Professional Development (*Isaac Estrada, Ed.D., Director of Alternative Placement for Student Success*) (Pages 419-422)
17. Approval of Substitute Teacher Pay Rate (*Claudia Arellano, Sr. Director Human Resources*) (Pages 423-424)
18. Approval of Agreement for Architectural Services with Teter. LLP (*Duane Wolgamott, CBO*) (Pages 425-447)
19. Approval to Award Bid to AAA Fencing Company Inc. – KCHS Stadium Fencing Replacement Project (*Duane Wolgamott, CBO*) (Pages 448-451)
20. Board Policies – Second Reading (*Daniel Moirao, Ed.D., State Administrator*) (Pages 452-504)
 - BP 0200 – Goals for the School District
 - AR 0420.4 – Charter School Authorization
 - AR 0460 – Local Control and Accountability Plan
 - BP 0500 – Accountability
 - BP 1114 – District-Sponsored Social Media
 - AR 1114 – Social Media Use
 - BP 3100 – Budget
 - AR 4161.11, 4361.11 – Industrial Accident/Illness Leave

AR 6145.2 – Athletic Competition
AR 6158 – Independent Study
BB 9320 – Meetings and Notices

- N. PROMOTING DISTRICT
- O. FUTURE AGENDA ITEMS/MEETING DATES
- P. SIGNING OF PAPERS
- Q. ADJOURNMENT (TO CLOSED SESSION) (if required)

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

Monday, December 14, 2015

Minutes

BOARD OF EDUCATION

Paulette Bumbalough – Member - Present
David Gaboni – Member - Present
Mike LeBarre – Member - Present
Joe Santibanez – Member - Present

STATE ADMINISTRATOR

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Chelsea Garcia - KCHS ASB President

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 5:27 PM.

Public Comment

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

CLOSED SESSION: 5:30 PM

- A. Public Employment
- B. Employee Discipline/Dismissal/Release/Complaint
- C. Negotiations with Employee Organizations
- D. Threatened/Potential Litigation
- E. Student Matters – Transfer/Discipline
 - Recommendation to Expel Student #01:15/16
 - Recommendation to Expel Student #02:15/16

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 the approval of the stipulated agreement for students #01:15/16 and #02:15/16.

Approval of Agenda

The recommendation was made to move the recognitions before the board organization part of the meeting.

RECOGNITION

KCHS Cross Country Members Ricardo Lizardi and Roman Munoz

Dr. Moirao said he wanted to recognize two students for their recent achievement at the State Finals. Mr. Daines said Ricardo Lizardi placed 6th in the State and ran the fastest in school history. Roman Munoz has the fastest time in the history of the school in the three miles. Both students have represented King City High School in the last 3 and 4 years. Ricardo Munoz has placed in the top ten at King City High School. Mr. Daines said it takes a lot of hard work on the part of the students to prepare themselves for the competition. He appreciated the support and encouragement from the parents. Mr. Daines said he is very proud to have coached these young men, including his 28 years of coaching at the high school. Before his retirement he was a teacher coach. He retired from teaching 8 years ago, he does substitute teach for the district. He added he felt it is very beneficial to have a teacher coach because they are involved with students in the classroom as well as athletes.

Paul Cavanagh said, as the assistant coach, he would not be coaching himself if it was not for Mr. Daines. He added these athletes were constantly running to improve their performance.

Mr. Daines thanked the Board for the recognition of these students.

Mr. Cavanagh said he is very proud of these young men, not only as runners, but as students.

Dr. Moirao and the Board presented certificates of recognition to each student.

Paulette Bumbalough thanked the parents for their support of the young men.

KCHS Cross Country Coaches Paul Cavanagh and Dave Daines

Dr. Moirao said Mr. Daines has been selected Honor Coach through CCS. There are 167 school in CIF. It is a significant achievement to receive this recognition.

Paul Cavanagh was recognized for his teaching and coaching of students.

Board Members Mike Foster and Bob White Recognized for Years of Service

Dr. Moirao said Mr. White had been a Board member in the Greenfield Union School District before he joined our district. He provided necessary leadership to our district.

Mr. White thanked his fellow Board members including Raul Rodriguez and Debra McAlahney-Dodson. He also thanked his wife for her support during his time as a Board member.

Dr. Moirao said Mike Foster joined the Board in 2007 when things were heating up and the district was coming upon tough times. He was able to see us through to the other side.

Mike Foster said his focus was on the students. There has been a lot of culture changes and he sees the hard work which has taken place and thanked the faculty and staff for all of their hard work.

ANNUAL ORGANIZATIONAL MEETING

Swearing in of Elected/Appointed Board members: David Gaboni and Joe Santibanez

Dr. Moirao administered the oath of office to David Gaboni and Joe Santibanez.

Election of Board President

Dr. Moirao said the Board President conducts the board meetings and meets with the State Administrator/Superintendent to review the agenda before the meeting. This individual also is the spoke person in public forums for the Board of Education.

Mike LeBarre nominated Paulette Bumbalough for Board President, David Gaboni seconded the motion. Paulette Bumbalough accepted the position.

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

Election of Clerk of the Board

Dr. Moirao said this position is second in command after the Board President. In the absence of the Board President at a board meeting this individual would conduct the meeting.

Mike LeBarre made a motion to nominate Joe Santibanez as Clerk of the Board, David Gaboni seconded the motion. Joe Santibanez accepted the position.

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

Election of Board Representative to ROP

Dr. Moirao said this individual is the Board representative to the Regional Occupational Program, this would be in addition to the district monthly Board of Trustees meeting. They meet every other month starting in

September and alternate their meeting location within the county. This is also a voting individual along with the State Administrator/Superintendent. You would be reporting back to the district Board of Trustees.

Paulette Bumbalough asked, since we are short one Board member should we wait to nominate a representative. Dr. Moirao said there is a meeting next month and the district should have a representative attend.

Dr. Moirao said once local control is returned to the district Mike LeBarre will be resigning from the Board of Education since he is also a member of the King City Council. Dr. Moirao felt he could cast two votes if necessary, but felt it would be better to nominate a representative.

Mike LeBarre nominated Joe Santibanez, David Gaboni seconded the motion. Joe Santibanez accepted the position.

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

Election of Board Representative to the Monterey County School Boards Association (MCSBA)

Dr. Moirao said each school district in the county has a representative on the committee. The meetings always takes place in Salinas.

Mike LeBarre nominated David Gaboni, Joe Santibanez seconded the nomination. David Gaboni accepted the nomination.

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

Paulette Bumbalough said she has served as the district representative in the past. She said South County is well represented on the committee, more so than the Salinas districts.

Adoption of Board Policies and Bylaws for 2015

Dr. Moirao said each year we have to adopt the policies which the Board approved in 2015.

Motion made by David Gaboni and seconded by Joe Santibanez to approve the adopted board policies and bylaws in 2015.

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

Determine Dates, Times and Locations of the 2016 Regular Board Meetings

Dr. Moirao said the 2016 board meetings are listed in the board packet. The regular board meetings are alternated between King City and Greenfield. The board study session are held in King City. The January regular meeting will be in Greenfield. Occasionally a date may need to be changed, any changes are discussed with the Board.

Motion made by Mike LeBarre and seconded by David Gaboni to approve the 2016 board meetings.

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

Student Board Member Report

Chelsea Garcia said the ASB leadership has done a great job in planning school events. Several things they have done this year is organizing the school rallies and homecoming. They made \$4,000 from selling mums during homecoming with the proceeds going toward the expense of the prom. The prom will be held at the Marriott in Monterey on April 30. The total cost of the prom is \$20,000. The tickets are \$125.00 now and will be increased to \$150.00 the closer it gets to the date. The winter rally will be on January 22, 2016.
Leadership

will be having a lot of activities during Spirit Week. They have also had a food drive for the families who were displaced by the fire.

Board Member Comment

Dr. Moirao said this is an opportunity for Board members to share different events they may have attended.

Joe Santibanez said the Board seems to be a cohesive unit and is pleased to be part of the team.

David Gaboni thanked Rebecca Handley for attending this meeting to support him as a new Board member. He has attend 2 of the Masters in Governance training and is scheduled to attend 2 more at the end of January 2016. He complimented Paulette Bumbalough for her expertise at the unification meetings on December 8 and 9. He is ready to take on the responsibilities as a Board member and will be prepared.

Mike LeBarre said he attend the unification meeting on December 9 in King City. He said he feels very lucky to be working with this group of Board members, State Administrator, and staff. He appreciates all of their hard work for the kids. He wished everyone a Merry Christmas and a Happy New Year.

Paulette Bumbalough said she attend the unification meetings which took place on December 8 and 9. She was impressed with the out pouring of the community. She applauded the families who attended.

She participated in the judging of the FFA speech contest last week. She always enjoys doing it and said the event was very well organized.

Ms. Bumbalough said she would like to see the Board mission statement on the agenda for a quick reference.

Public Comment

There was not any comments from the public.

Report from State Administrator

Dr. Moirao said there were two public hearings last week on unification. The individuals he reports to the state felt it was not appropriate for him to attend since he is an employee of the state. Dr. Moirao said he was very pleased and thankful with Paulette Bumbalough's representation at the meetings. He was also very pleased to hear the conduct of the meeting and audience. We will now be waiting for the report from School Services on the implication of unification. The report will not be available until the end of January or first part of February. The recommendation would then be made to the county, they would review the information and then it would be forwarded on to the state.

Dr. Moirao said this is the last week of the first semester and finals will start Wednesday. Winter break will start after Friday, students will be returning January 11 after the winter break.

On January 11, Portola-Butler Continuation High School will be starting with a full day schedule. The Adult Program will also be starting on January 11. There will be a session at Greenfield and one at Portola-Butler. The courses covered in the Adult Program will be ESL and GED.

There has been discussion to request a small fee of \$20 or \$25 per course. It is felt if an individual has to pay there may be more commitment to attend.

Starting next week the school sites will be closed through January 4. The sites will be posting their schedules on their doors. The district will be closed on December 23, 24 and 25 and then again on December 31 and January 1, 2016. Dr. Moirao said he will be out of the office starting December 23 and returning on January 4.

Dr. Moirao said he had been advised by the King City Police Department there is a student missing. There is video of her at 7-11 on the day she was reported missing, she did not show up to school. The authorities have a lot of leads but so far have not found the student.

Paulette Bumbalough welcomed Rebecca Handley to the meeting this evening.

Employee Organizations

There were not any comments from the employee organizations.

CONSENT AGENDA

1. Approval of Minutes: November 18, 2015
2. Approval of Personnel Report Dated December 14, 2015
3. Approval of Williams Quarterly Report
4. Approval of Accounts Payable Warrants – November 2015
5. Approval of Purchase Order – November 2015

Paulette Bumbalough said she would like to pull item #4 for further discussion.

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve items 1, 2, 3, and 5.

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

Consent Items Removed for comment/Questions

Paulette Bumbalough noticed on page 14, Leyva's Towing service was used. She asked if this is the first time we have used their service and if any further service is needed will it be rotated to other local providers. The comment was made if it is an emergency we would call the first service we think of calling. If there would be no response then we go down the list. Ms. Bumbalolugh said she just wanted to be fair to the other providers in the community and distribute the business.

Dr. Moirao said if it is not an emergency we would rotate with the three available towing services.

Mr. Wolgamott said a towing service is rarely needed.

David Gaboni asked if the amount listed on page 14 from CDW in the amount of \$28,955 was for the amount of the Purchase Order. Mr. Wolgamott said this was the technology equipment purchased for the classrooms. This amount was the cost of the equipment.

David Gaboni said on the same page there was a line item from DELL for laptops in the amount of \$44,000. How many laptops were purchased? Mr. Wolgamott said 35 for GHS and 35 for KCHS.

David Gaboni said on the same page this is a list from Holt Rinehart Winston Inc. for biology textbooks in the amount of \$6,496. In September the Board had approved the purchase of 259 textbooks. Mr. Wolgamott said the textbooks were budgeted, they are purchased throughout the year as needed.

David Gaboni asked on page 15 there is a listing of STEM computers. He inquired what STEM stood for. The response was Science, Technology, Engineering, and Math. Mr. Wolgamott said these were the 3D computers for the teacher and students in biology. Mr. Gaboni asked if this equipment was for both high schools. Dr. Moirao responded yes.

Mr. Gaboni asked what about the student datebooks listed on page 18 in the amount of \$3,424. Dr. Moirao said these are student planners which are given to each student.

Paulette Bumbalough asked if it was fair to say these are given to each school. The response was yes.

Motion made by Joe Santibanez and seconded by David Gaboni to approve consent item #4.

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

INFORMATION ITEMS

Williams Facilities Quarterly Report

Diane Miller, Director of MOTF, said there has not been much in the way of changes from the last report. She said she is very fortunate to receive monies from the Emergency Repair Funds. Now that the district has funds the areas where rusty eaves are mentioned will be repaired.

The blank corrective/action taken items listed on the documents have all had work orders completed for the necessary repairs. King City Glass is doing the necessary glass repairs. Ms. Miller said during the summer more carpeting will be replaced. There are three classes designated right now.

Curriculum and Instruction Update

Dr. Estrada gave an update on SpEd. A new teacher starts in January at Greenfield High School.

There will be training for classified staff only very soon, this will be online training. The Master Schedule is being work on for next year. The question was asked which company would be providing the training.

The response was it is a company from San Jose.

School Enrollment, Attendance, and Referrals Statistics

Paulette Bumbalough questioned the special day class. The response was these are students who are also taking courses at Hartnell College. She felt the number was very low.

Paulette Bumbalough questioned the 5th year seniors listed on page 40. Mr. Wolgamott said these are returning students that had been continuously enrolled and needed to complete their graduation requirements.

David Gaboni asked if month 1 was August. The response was yes.

Impact Fees (Developer Fees – Fund 25) Annual and 5 Year Report

There were not any questions on this item.

Nominations for CSBA Delegate Assembly

Dr. Moirao said as a member of CSBA we can bring forward a name other than the individuals recommended. He said if there is anyone interested we have the application.

Board Policies – First Reading

BP 0200 – Goals for the School District
AR 0420.4 – Charter School Authorization
AR 0460 – Local Control and Accountability Plan
BP 0500 – Accountability
BP 1114 – District-Sponsored Social Media
AR 1114 – Social Media Use
BP 3100 - Budget
AR 4161.11, 4361.11 – Industrial Accident/Illness Leave
AR 6145.2 – Athletic Competition
AR 6158 – Independent Study
BB 9320 – Meetings and Notices

Paulette Bumbalough said if there are any questions regarding the policies this is the time to discuss them or discuss with Dr. Moirao before the second reading.

Dr. Moirao said there have not been any significant changes in these policies, most of the changes are

only one word. The only policy that has any significant changes is AR 1114, social media.

David Gaboni asked, in AR 0420.4 which references to a charter school, if at item #15 CTA and CSEA could be added in the bargaining unit. Dr. Moirao said the law is very clear, a charter school does not need to hire certificated staff. It depends on how the charter is run. If it is a dependent charter from the district then it needs to adhere to the contracts. If it is an independent charter then they do not.

David Gaboni said on page 97 industrial accident speaks to certificated staff, he inquired what about the classified staff. Dr. Moirao said this policy is exclusive for the certificated staff. There is another policy addressing classified staff.

ACTION ITEMS

Approval of 2015-2016 First Interim Budget Revision Reporting

Duane Wolgamott said the most important thing to remember is we have a positive certification. He then reviewed district overview, increase in enrollment and ADA, LCFF funding levels, ending of Proposition 30 funding, unrestricted and restricted revenues, expenditures and the general fund balance.

Mr. Wolgamott said our ADA is expected to increase.

Mike LeBarre said it was good to see the district's increased obligation for the California STRS and the expense is covered.

Motion made by Mike LeBarre and seconded by David Gaboni to approve the 2015-2016 First Interim Budget Revision.

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

Approval of Resolution #07:15/16 Resolution of the Board of Trustees of the South Monterey County Joint Union High School District Approving the Annual and Five Year Report for Fiscal Year 2014/2015, in Compliance with Government Code Sections 66006 and 66001

Dr. Moirao said this resolution is to approve the 5 year project and continue the collection of developer fees.

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve Resolution #07:15/26.

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

Approval of Resolution #08:15/16 Designation of Authorized Agent to Sign School Orders

Dr. Moirao said this is an annual resolution we need to do at the beginning of the calendar year.

Motion made by Joe Santibanez and seconded by David Gaboni to approve Resolution #08:15/16.

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

Approval of the \$3,000 Donation from the Mark & Carolyn Guidry Foundation

Dr. Moirao said this is an example of how things could be different between the high schools. This donation was stipulated to be used at KCHS.

Paulette Bumbalough asked if the foundation has a history because of Bruce Graham. Dr. Moirao said he thought that was the case.

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve the donation from the Guidry Foundation.

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

Approval of Revised Technology Assistant Job Description

Dr. Moirao said we are trying to update our job descriptions for consistency. We have had discussions with CSEA and are in agreement.

Motion made by Joe Santibanez and seconded by David Gaboni to approve the revised Technology Assistant job description.

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

Approval of the Employment of Lindsay Doan on the Basis of a Provisional Internship Permit

Dr. Moirao said this is the additional SpEd teacher mentioned earlier in the meeting. She is an intern, therefore we need to request the permit. She is currently doing a long term sub in another district.

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve the provisional internship permit.

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

Approval of Amended GEAR-UP MOU

Dr. Moirao said we have had an agreement with GEAR-UP for several years. There are a couple of modifications to the MOU which had been signed at the beginning of the school year.

Motion made by David Gaboni and seconded by Mike LeBarre to approve the amended GEAR-UP MOU.

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

Mr. Gaboni said he noted on page 232 the registration fee is for 8 teachers. Do we send all 8? Diana Jimenez said it will depend on the number of substitutes who have accepted the jobs. We have sent 4 teachers.

Mr. Gaboni inquired about item 3 on page 232. The response was this is for the counselors to make sure students are on the A-G track.

Approval of Waiver for Special Ed Caseloads

Dr. Moirao said if the SpEd teachers have more than 28 students this needs to be reported to the state. With the hiring of the new teacher at GHS this will bring the caseloads down to the acceptable amount. But because we have been at 32 students we think it prudent to move forward with the waiver.

Motion made by Mike LeBarre and seconded by David Gaboni to approve the waiver the SpEd caseloads.

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

Approval of the \$683.56 Donation of Fertilizer from L.A. Hearne for the GHS and KCHS Fields

Dr. Moirao said Diane Miller had gone to L.A. Hearne to purchase fertilizer for the fields. They in turn said they would donate the material.

Dr. Moirao said he would be sending a thank you letter on behalf of the Board.

Paulette Bumbalough suggested the Board sign donation letters. It was recommended to have a pre-written signature from the Board so the letters would not be delayed.

Motion made by Joe Santibanez and seconded by David Gaboni to approve the donation of fertilizer from

L.A. Heame.

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

Board Policies – Second Reading

AR 5125.1 Release of Directory Information (revised)
AR 5145.3 Non Discrimination Harassment (revised)
AR 5145.7 Sexual Harassment (revised)
BP 6163.4 Student Use of Technology (revised)
AR 6163.4 Student Use of Technology (deleted)
E 6163.4 Student Use of Technology (new)
BP 6172.1 Concurrent Enrollment in College (revised)
BB 9100 Organization of the Board (new)
BB 9223 Filling Vacancies (revised)
BB 9250 Remuneration and Reimbursement (revised)

Dr. Moirao said Mr. White requested that BB 9250 have limitations to out of state travel. He requested a limit and any amount over that would require prior approval from the State Administrator/Superintendent.

Motion made by Mike LeBarre and seconded by Joe Santibanez to approve the second reading of the board policies.

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

Promoting District

The recommendation was to promote the KCHS Cross Country students who were recognized this evening, the coaches, and the outgoing Board member for the services to the district.

Future Agenda Items/Meeting Dates

There were not any suggestions.

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

GOVERNING BOARD

SUBJECT: Approval of Accounts Payable Warrants (December 2015) **MEETING:** January 20, 2016

AGENDA SECTION:

- ACTION
- INFORMATION
- ACTION/CONSENT

Board Goals:

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

Summary:

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


Recommendation:

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

Fiscal Impact:


Within budgeted amounts

Submitted By:



Duane Wolgamott
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Checks Dated 12/01/2015 through 12/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12198462	12/01/2015	Lorena R. Caulk	01-5200	Fagen Conference mileage reimbursement		51.58
12198463	12/01/2015	Kara R. King	01-5200	Mileage reimbursement from hospital to home		71.30
12198464	12/01/2015	Nathanael Thomas B. Zell	01-5200	Teaching the past for tomorrow conference reimbursement		615.81
12198465	12/01/2015	Katie Elen Greenberg-Trujillo	01-5200	CSUMB Counselor conf reimbursement		53.71
12198466	12/01/2015	Isaac M. Estrada	01-5200	ACSA Reimbursement		256.82
12198467	12/01/2015	Daniel R. Moirao	01-5200	Conference - acsa reimbursement	1,616.13	
12198468	12/01/2015	4imprint	01-5800	Conference - acsa reimbursement	18.56	1,634.69
12198469	12/01/2015	A T & T CALNET 2	01-4300	supplies		1,469.42
12198470	12/01/2015	American Star Trailways	01-5910	CALNET		10.21
12198471	12/01/2015	AMERICAN SUPPLY COMPANY	01-5800	CCS transportation		1,584.00
12198471	12/01/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies	1,439.25	
12198472	12/01/2015	AUS-WEST Lockbox	01-4300	Custodial Supplies	242.85	1,682.10
12198472	12/01/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	26.94	
12198472	12/01/2015	AUS-WEST Lockbox	13-5800	Services	150.98	177.92
12198473	12/01/2015	BUS WEST	01-4300	Parts for Buses		172.06
12198474	12/01/2015	CA Department of Justice	01-5860	Fingerprinting		448.00
12198475	12/01/2015	CA Water Service Company	01-5530	Water Fees		1,025.90
12198476	12/01/2015	Century Collision Repair	01-5620	Bus Repair		1,565.51
12198477	12/01/2015	ESCHOOL SOLUTIONS, INC	01-5800	Subscription 2015-2016		2,064.00
12198478	12/01/2015	Fagen Friedman & Fulfrost	01-5800	Legal Fees		30.00
12198479	12/01/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		957.65
12198480	12/01/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		84.44
12198481	12/01/2015	JK Architects, Inc.	01-5800	Architect costs GHS Fire Alarm Replacement		2,397.50
12198482	12/01/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		92.04
12198483	12/01/2015	Nixon Tire & Automotive Srvc	01-4311	Tires and Caps		1,185.73
12198484	12/01/2015	Pacific Coast Battery Srvc Inc	01-4300	Batteries for Fleet		135.26
12198485	12/01/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE		191.16
12198486	12/01/2015	PASO ROBLES TRUCK CENTER	01-4300	Parts for Buses		168.21
12198487	12/01/2015	SAFEWAY INC	01-4300	Blanket Open PO For Safway-PIQE Meeting	239.42	
12198487	12/01/2015	SAFEWAY INC	01-4300	Link Crew Supplies	167.42	
12198487	12/01/2015	SAFEWAY INC	01-4300	Supplies for Aeries/Tech Meetings	19.02	425.86
12198488	12/01/2015	SAN JOAQUIN CTY OFF OF ED	01-5800	EDJoin Subscription 2015-2016		450.00
12198489	12/01/2015	David Gaboni	01-5200	Board Class Reimbursement		500.00
12198490	12/01/2015	David Gaboni	01-5200	Board Class Reimb		229.77
12199351	12/03/2015	California's Valued Trust	01-9513	Health Benefits		82,830.49

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.

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Checks Dated 12/01/2015 through 12/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12200123	12/08/2015	A T & T CALNET 2	01-5910	CALNET		59.40
12200124	12/08/2015	ALB Consulting Group	01-5800	Emergency repair funding		59,004.51
12200125	12/08/2015	AMERICAN SUPPLY COMPANY	13-4300	Supplies Cafeteria		217.17
12200126	12/08/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	157.04	
			01-5800	Shop Towels and Mechanic's Coveralls	45.44	
			13-5800	Services	52.77	255.25
12200127	12/08/2015	BSN Sports / US Communities	01-4300	Soccer Goal, Backstop, etc.	1,722.99	
			01-4400	Soccer Goal, Backstop, etc.	9,201.75	10,924.74
12200128	12/08/2015	Bureau of Edctn & Research/BER	01-5200	BER Registrations		956.00
12200129	12/08/2015	Cannon Sports, Inc	01-4300	sports equipment		186.02
12200130	12/08/2015	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY SUPPLIES		151.25
12200131	12/08/2015	Culligan Water Conditioning	13-5800	Water Conditioning		85.23
12200132	12/08/2015	Cyberguys / E-Filliate Inc	01-4300	Supplies		117.22
12200133	12/08/2015	Dannis Woliver Kelley / DWK	01-5810	Contracted Services		392.00
12200134	12/08/2015	ELECTRICAL DISTRIBUTORS, dba	01-4300	Maintenance Supplies		295.18
12200135	12/08/2015	Fastenal Company	01-4300	Maintenance Supplies		794.86
12200136	12/08/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		1,339.60
12200137	12/08/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		33.48
12200138	12/08/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	ROP Supplies		37.55
12200139	12/08/2015	Houghton Mifflin Harcourt Publishing Co.	01-4100	TextBooks		12,423.57
12200140	12/08/2015	INGRAHAM JEWELERS, INC	01-4300	Open PO for Athlete Awards for school year		261.11
12200141	12/08/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		72.39
12200142	12/08/2015	LRP Publications	01-4200	complete OSEP handbook	304.72	
				Unpaid Sales Tax	20.72-	284.00
12200143	12/08/2015	Mail Finance	01-5630	Postage Machine		158.20
12200144	12/08/2015	MATRANGA WHOLESALE FLORISTS	01-4300	ROP Supplies		1,708.30
12200145	12/08/2015	McClellan Hosp SVCS, LLC	25-5200	Hotel Lodging for C.A.S.H. Leadership Academy		216.70
12200146	12/08/2015	MCMASTER CARR SUPPLY CO	01-4300	OPEN PO FOR SUPPLIES	236.19	
			01-4400	Emergency PO - server room	716.23	952.42
12200147	12/08/2015	NASCO	01-4300	Instructional Supplies for Art Classes		1,446.32
12200148	12/08/2015	O'Reilly Automotive Stores, Inc	01-4300	Parts for Buses and other vehicles		232.99
12200149	12/08/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Office Supplies	38.91	
				Open PO for Office Supplies and Materials	1,111.34	
				OPEN PO FOR SUPPLIES	163.80	1,314.05
12200150	12/08/2015	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		551.13
12200151	12/08/2015	Pacific Grove High School	01-5300	CC Meet PG Invitational		236.50

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Checks Dated 12/01/2015 through 12/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12200152	12/08/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		926.04
12200153	12/08/2015	PENINSULA SPORTS, INC/PSI	01-5300	PSI Winter Sports Game Fees		13,224.68
12200154	12/08/2015	PURE WATER	01-5800	Drinking Water		257.75
12200155	12/08/2015	Shred-It San Francisco	01-5800	Shredding Fees		116.94
12200156	12/08/2015	SOUTH COUNTY NEWSPAPERS INC	01-5800	Public Notice		295.68
12200157	12/08/2015	Strategies of Success	01-5800	Speed of Trust Training		2,400.00
12200158	12/08/2015	Sysco San Francisco	13-4300	Food Service	293.33	
			13-4700	Food Service	4,832.66	5,125.99
12200159	12/08/2015	Tiger Direct	01-4400	OPEN PO FOR TECHNOLOGY EQUIPMENT		71.36
12200160	12/08/2015	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		848.56
12200161	12/08/2015	Uretsky Security	01-5800	Security Contract		8,862.00
12200162	12/08/2015	VERIZON WIRELESS SVCS LLC	01-5940	District Communication		1,168.48
12200163	12/08/2015	Woodwind & Brasswind	01-4300	Band Supplies	178.58	
				Musical Instruments and instructional materials	243.28	
			01-4400	Musical Instruments and instructional materials	1,661.69	
			01-5800	Musical Instruments and instructional materials	310.24	2,393.79
12200164	12/08/2015	Work Well	01-5800	Tb Test and Physicals		75.00
12200892	12/10/2015	Kara R. King	01-5200	Sped Legal Symposium Mileage Reemb		126.50
12200893	12/10/2015	Katherine Primavera Rios	01-4300	Link crew supplies reemb		121.20
12200894	12/10/2015	Daniel R. Moirao	01-4200	CSBA Conference Reemb	39.91	
			01-5200	CSBA Conference Reemb	678.15	718.06
12200895	12/10/2015	Elizabeth Rodriguez	01-5200	1099 workshop mileage reemb		38.18
12200896	12/10/2015	Beyond Speech Therapy	01-5800	Speech Therapy		260.00
12200897	12/10/2015	Diane Mazzoni	01-5800	SPED Services		16,050.00
12200898	12/10/2015	LISA DOPEFEL, M.A.	01-5800	Speech Therapy		1,087.50
12200899	12/10/2015	MONTEREY BAY UNIFIED AIR	01-5800	Gasoline Dispenser Permit		626.50
12200900	12/10/2015	Peggy Barker	01-5800	Contracted Services		1,620.00
12200901	12/10/2015	The Tree Man (DBA)	01-5800	Arborist Services		3,200.00
12201883	12/15/2015	Megan L. Munoz	01-5200	Accountability Conference		126.20
12201884	12/15/2015	Martin R. Espinoza	01-5800	DMV Physical		80.00
12201885	12/15/2015	Cristina Jimenez	01-5200	CETPA conference Reimb		533.00
12201886	12/15/2015	Diana M. Jimenez	01-5200	ALI Conference Reimb		615.25
12201887	12/15/2015	Daniel R. Moirao	01-5200	Teaching Learning Conference		200.27
12201888	12/15/2015	Rosario Benavides	01-5800	Fingerprints		32.50

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Checks Dated 12/01/2015 through 12/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12201889	12/15/2015	A & G PUMPING, INC	01-5630	Portable Restroom Rental		478.90
12201890	12/15/2015	ACSA'S Foundation For Ed Admin	01-5200	Superintendent Symposium		895.00
12201891	12/15/2015	AMERICAN SUPPLY COMPANY	01-4300	Cleaning Supplies	572.18	
				Custodial Supplies	2,857.04	
			13-4300	Supplies Cafeteria	191.45	3,620.67
12201892	12/15/2015	BENSON PLUMBING INC	01-5620	Plumbing Repairs		4,257.74
12201893	12/15/2015	BUS WEST	01-4300	Parts for Buses		733.38
12201894	12/15/2015	CA Assoc School Bus Off.	01-5200	CASBO Registration for Elizabeth R.		1,095.00
12201895	12/15/2015	Candace A. McCarthy	01-5800	Consultant McCarthy		3,575.00
12201896	12/15/2015	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	187.76	
			01-5540	Water, Garbage, Sewer	979.60	
			01-5550	Water, Garbage, Sewer	2,727.50	3,894.86
12201897	12/15/2015	dusitD2 Htl Constance Pasadena	01-5200	Hotel for E. Rodriguez (CASBO Conf.)		641.25
12201898	12/15/2015	Fagen Friedman & Fulfrost	01-5200	SPED Symposium		180.00
12201899	12/15/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		1,192.00
12201900	12/15/2015	GRAINGER INC,W W	01-4300	Maintenance Supplies		573.76
12201901	12/15/2015	GREENFIELD TRUE VALUE	01-4300	Maintenance Supplies		52.18
12201902	12/15/2015	Holiday Inn Express	01-5200	ACSA Hotel Reservation for D. Jimenez		210.18
12201903	12/15/2015	Illuminate Data & Assessment	01-5800	Additional Illuminate Training		391.00
12201904	12/15/2015	JK Architects, Inc.	01-5800	Architect costs GHS Fire Alarm Replacement		1,868.00
12201905	12/15/2015	Kelly Moore Paint Company	01-4300	Paint and Sundries		264.83
12201906	12/15/2015	KING CITY GLASS	01-5620	Window Repairs		1,168.53
12201907	12/15/2015	KING CITY INDUSTRIAL SUPPLY	01-4300	Parts and Supplies		81.18
12201908	12/15/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	114.41	
				ROP Supplies - KCHS	67.49	181.90
12201909	12/15/2015	Level Data, Inc	01-5800	Student Sync	1,648.91	
				Unpaid Sales Tax	123.91-	1,525.00
12201910	12/15/2015	MATRANGA WHOLESALE FLORISTS	01-4300	ROP Supplies		38.70
12201911	12/15/2015	McClellan Hosp SVCS, LLC	25-5200	Hotel Lodging for C.A.S.H. Leadership Academy		108.35
12201912	12/15/2015	MCMASTER CARR SUPPLY CO	01-4400	Mobile Room Air Conditioners		712.37
12201913	12/15/2015	Microsoft Corporation	01-4400	Technology Equipment		3,481.83
12201914	12/15/2015	Monterey Bay Systems, dba	01-4300	Staples for Konica Minolta Copiers		155.87
12201915	12/15/2015	My Chevrolet Inc	01-5620	Vehicle Repairs		58.28
12201916	12/15/2015	Nixon Tire & Automotive Srvc	01-4311	Tires and Caps		1,389.37
12201917	12/15/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Blanket Open PO Office Supplies	372.76	
				Blanket Open PO For Office Depot	274.32	

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Checks Dated 12/01/2015 through 12/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12201917	12/15/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies	705.92	
				Open PO for Instructional Supplies and Materials	501.70	
				Open PO for Office Supplies and Materials	153.83	
				OPEN PO FOR SUPPLIES	338.14	2,346.67
12201918	12/15/2015	Pacific Coast Battery Srvc Inc	01-4300	Batteries for Fleet		949.06
12201919	12/15/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	2,492.62	
			01-5520	PGE	11,644.28	14,136.90
12201920	12/15/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts and Supplies	61.34	
				Parts for Fleet	192.22	253.56
12201921	12/15/2015	SAFEWAY INC	01-4300	Blanket Open PO For Safeway - Parent Workshops	54.15	
				Open PO for Foods and Products	219.03	273.18
12201922	12/15/2015	SchoolDude	01-5800	SchoolDude Service--Web Service		2,749.20
12201923	12/15/2015	SOUTH COUNTY NEWSPAPERS INC	25-5800	Bid Advertisement		1,020.00
12201924	12/15/2015	Sport About Equipment, dba	01-4300	Boys basketballs		270.90
12201925	12/15/2015	SURVEYMONKEY	01-5800	Technology Software		300.00
12201926	12/15/2015	Sysco San Francisco	13-4300	Food Service	2,834.01	
			13-4700	Food Service	22,441.59	25,275.60
12201927	12/15/2015	WESTAMERICA BANK	25-7438	Lease Payment	12,844.78	
			25-7439	Lease Payment	92,379.00	105,223.78
12201928	12/15/2015	WILCO SUPPLY	01-4300	Door Keys and Hardware		1,171.27
12201929	12/15/2015	Work Well	01-5800	Tb Test and Physicals		97.00
12202797	12/17/2015	Cristina Jimenez	01-5200	Avaya phone demo		74.87
12202798	12/17/2015	ACSA EdCal Job Board	01-5200	Reg. F. Lynch, D. Moirao, S. James Equity Inst.		5,850.00
12202799	12/17/2015	Associated Services Inc	01-5620	HVAC Repairs		6,000.79
12202800	12/17/2015	AUS-WEST Lockbox	01-4300	Staff Uniforms	1,274.65	
			01-5800	Shop Towels and Mechanic's Coveralls	198.24	
			13-5800	Services	98.21	1,571.10
12202801	12/17/2015	Cait Conklin	01-5800	SPED Services		778.18
12202802	12/17/2015	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		1,605.90
12202803	12/17/2015	Dolinka Group, LLC	25-5800	Contracted services		1,484.38
12202804	12/17/2015	HOLT MCDUGAL	01-4200	French Classes Textbooks		4,084.40
12202805	12/17/2015	Patricia Steffen-Sanchez	01-5800	IEP Meeting	700.00	
				Testing, scoring, recommendations	962.50	1,662.50
12202806	12/17/2015	PENINSULA SPORTS, INC/PSI	01-5800	Gme Fees. Please specify GHS on check.		6,159.00
12202807	12/17/2015	Presence Learning	01-5800	Contracted SPED Services		8,888.88

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Checks Dated 12/01/2015 through 12/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12202808	12/17/2015	SAFEWAY INC	01-4300	ELA Meeting Supplies	22.97	
				Teacher Development meeting supplies	18.76	41.73
12202809	12/17/2015	TechRestore, Inc	01-4300	Tablet Repairs		303.22
12202810	12/17/2015	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		187.42
12202811	12/17/2015	UNITED PARCEL SERVICE	01-5930	UPS Services		80.05
12204464	12/29/2015	Katherine Primavera Rios	01-4300	Reimbursement for Link Crew		221.11
12204465	12/29/2015	A & G PUMPING, INC	01-5630	Portable Restroom Rental		407.14
12204466	12/29/2015	A T & T CALNET 2	01-5910	CALNET		.55
12204467	12/29/2015	AMERICAN SUPPLY COMPANY	01-4300	Custodial Supplies		1,042.02
12204468	12/29/2015	Antonio Hermosillo DBA: Lopez Auto Glass	01-5620	Vehicle Window Repairs		190.35
12204469	12/29/2015	Associated Services Inc	01-5620	HVAC Repairs at GHS		141.00
12204470	12/29/2015	AT&T	01-5910	Phone line GHS Maintenance		37.58
12204471	12/29/2015	Beyond Speech Therapy	01-5800	Speech Therapy		780.00
12204472	12/29/2015	CA Assoc School Bus Off.	01-5200	CASBO Annual Conference Wolgamott		745.00
12204473	12/29/2015	CA Department of Justice	01-5860	Fingerprinting		160.00
12204474	12/29/2015	CA Water Service Company	01-5530	Water Fees		848.64
12204475	12/29/2015	Cannon Sports, Inc	01-4300	sports equipment		140.58
12204476	12/29/2015	CCSESA	01-5200	CISC Symposium 2016		1,800.00
12204477	12/29/2015	Cyberguys / E-Filliate Inc	01-4300	Supplies		63.29
12204478	12/29/2015	Detailed Meetings, Inc	01-5200	2016 PLTW Conference Registration		1,400.00
12204479	12/29/2015	Foster Farms Dairy	13-4700	Dairy / Cafeteria		583.68
12204480	12/29/2015	GRAINGER INC,W W	01-4300	Maintenance Supplies		1,275.95
12204481	12/29/2015	Holiday Inn Express	01-5200	Hotel Reservation Frank Lynch for ACSA	210.18	
				Hotel Reservation Steven James ACSA	210.18	420.36
12204482	12/29/2015	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Maintenance Supplies		68.86
12204483	12/29/2015	INGRAHAM JEWELERS, INC	01-4300	Open PO for Athlete Awards for school year		210.04
12204484	12/29/2015	Interline Cash Systems, Inc bdba Ca\$hMateUSA	01-4400	Money Counters		7,771.24
12204485	12/29/2015	JD Specialties	01-5620	Restroom Repairs		4,159.00
12204486	12/29/2015	JK Architects, Inc.	01-5800	Architect projects		2,472.00
12204487	12/29/2015	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies	20.31	
				ROP Supplies - KCHS	11.87	32.18
12204488	12/29/2015	LOZANO SMITH	01-5810	Lozano Smith Contract		3,358.88
12204489	12/29/2015	Monterey Bay Systems, dba	01-5610	Copier Maint (usage)		2,482.59
12204490	12/29/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Open PO for Instructional Supplies	752.22	
				Open PO for Instructional Supplies and Materials	864.12	
				Open PO for Office Supplies and Materials	1,085.20	

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.

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Checks Dated 12/01/2015 through 12/31/2015

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12204490	12/29/2015	OFFICE DEPOT BUSINESS SERVICES	01-4300	Pallets of Paper	3,113.98	
			01-5800	Student Hand book	2,299.28	8,114.80
12204491	12/29/2015	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	1,616.25	
			01-5520	PGE	15,187.19	16,803.44
12204492	12/29/2015	PARTS & SERVICE CENTER-NAPA	01-4300	Parts for Fleet		17.28
12204493	12/29/2015	Portola Hotel & Spa	01-5200	Hotel Stay for D. Jimenez (CISC 2016)		321.90
12204494	12/29/2015	Project Lead The Way, Inc	01-5300	PLTW		6,000.00
12204495	12/29/2015	Sports Endeavors Inc	01-4300	Girls Soccer uniforms & Equipment		2,792.23
12204496	12/29/2015	Sysco San Francisco	13-4300	Food Service	1,294.54	
			13-4700	Food Service	10,045.77	11,340.31
12204497	12/29/2015	UMSTEAD ELECTRIC (DBA)	01-5620	Electrical Repairs		3,532.50
12204498	12/29/2015	Adriana Veysey	01-5800	Mileage Reimbursement to and from Beyond Speech		483.00
12204499	12/29/2015	Food Safety Educators	13-5200	Certificated Prof. Food Manager Cert. issued to Ana Estrada		114.00
12204500	12/29/2015	Hannah Wilkins	01-5800	2nd half of Scheid Writing Contest		375.00
12204501	12/29/2015	Spokane Public Schools / Budget & Accounting Department	01-5200	AP Seminar Registration Payment for Anita Leonard		275.00
12204502	12/29/2015	Spokane Public Schools / Budget & Accounting Department	01-5200	AP Seminar Registration Payment for Anita Leonard		500.00
Total Number of Checks					183	565,615.88

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	168	410,982.66
13	Cafeteria Fund	14	46,724.64
25	Capital Facilities Fund	5	108,053.21
Total Number of Checks		183	565,760.51
Less Unpaid Sales Tax Liability			144.63
Net (Check Amount)			565,615.88

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 – December 2015

MEETING: January 20, 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 December 2015.

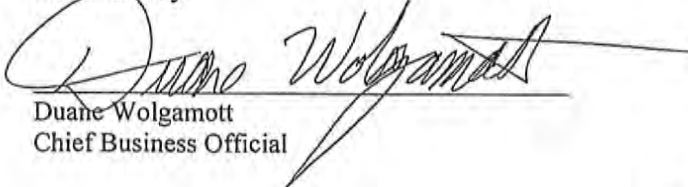
Recommendation:

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

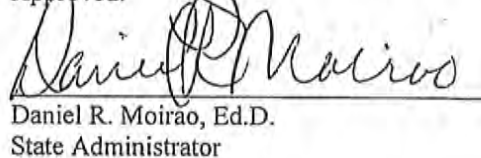
Fiscal Impact:

Per the 2015-16 fiscal budget.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Description

Includes Purchase Orders dated 12/01/2015 - 12/31/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
B16-00204	Cait Conklin	SPED Services	029	01	Special Educati	5,000.00
B16-00211	CSBA	Board member training	029	01	UNRESTRICTED R	1,300.00
B16-00218	SAFEWAY INC	Teacher and Admin Training Supplies	029	01	NCLB Title II,	500.00
B16-00219	My Chevrolet Inc	Vehicle Repairs	009	01	UNRESTRICTED R	500.00
B16-00220	PAQ Inc. DBA Food 4	classroom materials-Ms. Byrd ATP	022	01	Special Educati	150.00
B16-00221	KING CITY GLASS	Door and Window Repairs	009	01	Ongoing & Major	1,000.00
B16-00222	Cal-State Tool & In	Bus Smog Testing	009	01	UNRESTRICTED R	500.00
B16-00223	Edges Electrical Gr	Maintenance Supplies	009	01	Ongoing & Major	1,000.00
B16-00224	GRAINGER INC,W W	Maintenance Supplies	009	01	Ongoing & Major	2,000.00
B16-00225	SAFEWAY INC	unification mtg supplies	029	01	UNRESTRICTED R	200.00
B16-00226	OFFICE DEPOT BUSINE	Supplies	029	01	UNRESTRICTED R	1,100.00
B16-00227	Diane Mazzoni	SPED Services	029	01	Special Educati	30,000.00
B16-00228	Century Collision R	Vehicle Repairs	009	01	UNRESTRICTED R	3,000.00
B16-00229	DFE & Assocociates,	IOR for GHS Fire Alarm Project	029	01	Supplemental	16,500.00
B16-00230	SV Solid Waste Auth	HazMat Recycling	009	01	UNRESTRICTED R	250.00
B16-00231	Monterey Bay System	Copier Maint (usage)	029	01	State Lottery	8,000.00
B16-00232	Polar Service Co, I	Food service refrigeration repairs	029	13	Child Nutrition	1,500.00
B16-00233	OFFICE DEPOT BUSINE	DO office supplies	029	01	UNRESTRICTED R	5,000.00
B16-00234	PACIFIC GAS AND ELE	PGE	011	01	UNRESTRICTED R	194,200.00
B16-00235	VERIZON WIRELESS SV	District Communication	011	01	UNRESTRICTED R	5,431.25
B16-00236	LOZANO SMITH	Lozano Smith Contract	011	01	UNRESTRICTED R	15,500.00
B16-00237	Johnson Electronics	Johnson Electronics Fire Alarm Replacement	029	01	Supplemental	579,690.00
B16-00238	CENTRAL COAST SYSTM	KCHS Fire Alarm Emergency Repairs	021	01	Ongoing & Major	12,500.00
PO16-00228	MCMMASTER CARR SUPPL	Mobile Room Air Conditioners	009	01	UNRESTRICTED R	712.37
PO16-00280	HOLT RINEHART WINST	Biology Textbooks	021	01	UNRESTRICTED R	3,270.59
PO16-00370	Interline Cash Syst	Money Counters	029	01	UNRESTRICTED R	8,711.18
PO16-00371	Cengage Learning	curri support ELD students	022	01	Economic Impact	2,310.53
PO16-00372	APPERSON	Testing Supplies	021	01	State Lottery	478.41
PO16-00373	Pearson Learning Gr	Spanish Book	021	01	Lottery: Instr	1,227.79
PO16-00374	Arbitersports	ArbiterSports Membership Renewal Fees	023	01	UNRESTRICTED R	325.00
PO16-00375	OFFICE DEPOT BUSINE	DO equipment	029	01	UNRESTRICTED R	2,824.56
PO16-00377	ACSA'S Foundation F	ACSA SPED Workshop	029	01	Special Educati	750.00
PO16-00378	Educational Furnitu	Picnic Tables	009	25	UNRESTRICTED R	6,219.48
PO16-00379	Watsonville High Sc	BBB Frosh & JV Tournament	021	01	UNRESTRICTED R	572.34
PO16-00380	North Salinas High	BBB Varsity Tournament	021	01	UNRESTRICTED R	325.00
PO16-00381	Gonzales HS Boys Ba	BBB Frosh Tournament	021	01	UNRESTRICTED R	525.00
PO16-00382	Alisal High School	GBB Varsity Tournament	021	01	UNRESTRICTED R	350.00
PO16-00383	Lynbrook High Schoo	Wrestling Tournament Fees	021	01	UNRESTRICTED R	200.00
PO16-00384	Gonzales HS Boys Ba	Wrestling Tournament Fees	021	01	UNRESTRICTED R	125.00
PO16-00385	Digital Dreams Come	Cameras	022	01	Supplemental	2,665.28

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.

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Description

Includes Purchase Orders dated 12/01/2015 - 12/31/2015

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO16-00386	C & N Tractors	Tractor, Loader, Mower	009	01	UNRESTRICTED R	52,658.94
PO16-00387	Two Team Constructi	Office Portable Deck Repairs	009	01	Ongoing & Major	9,240.00
PO16-00388	Two Team Constructi	Office Portable Siding Repairs	009	01	Ongoing & Major	4,653.00
PO16-00389	Cengage Learning	Edge student& teacher editions	022	01	Lottery: Instr	10,312.31
PO16-00390	CA Assoc School Bus	CASBO Registration for Elizabeth R.	029	01	UNRESTRICTED R	1,095.00
PO16-00391	Attainment Company,	Ipad cover--sped	029	01	Special Educati	140.57
PO16-00392	APPLE COMPUTER	Ipad program	029	01	Special Educati	108.13
PO16-00393	ACSA EdCal Job Boar	Enrollment D. Jimenez for ACSA Equity Institutes	029	01	NCLB Title II,	1,750.00
PO16-00394	Holiday Inn Express	ACSA Hotel Reservation for D. Jimenez	021	01	NCLB Title II,	210.18
PO16-00395	Microsoft Corporati	Microsoft Surface Pro3	021	01	Economic Impact	25,303.14
PO16-00396	Jar Systems LLC	Cart for Surface Pro3	021	01	Economic Impact	3,318.66
PO16-00397	Stanislaus Co Offic	Language and Literacy Tool	029	01	NCLB Title II,	62.02
PO16-00398	MCOE	MVP -Math 3 Training	029	01	NCLB Title II,	200.00
PO16-00399	MCGRAW-HILL	AP Chemistry	021	01	State Lottery	501.49
PO16-00400	OFFICE DEPOT BUSINE	Teacher & Admin Traning/Meeting Supplies	029	01	NCLB Title II,	250.00
PO16-00401	dusitD2 Hll Constan	Hotel for E. Rodriguez (CASBO Conf.)	029	01	UNRESTRICTED R	641.25
PO16-00402	MCOE	MVP - Progression of Functions Training	029	01	NCLB Title II,	325.00
PO16-00403	SCHOOL SERVICES OF	Governor's Budget Workshop (D. Moirao)	029	01	UNRESTRICTED R	195.00
PO16-00404	Baudville, Inc.	Supplies for Sports Certificates	023	01	UNRESTRICTED R	321.37
PO16-00405	ACSA EdCal Job Boar	Reg. F. Lynch, D. Moirao, S. James Equity Inst.	029	01	NCLB Title II,	5,850.00
PO16-00406	OFFICE DEPOT BUSINE	teacher desk	022	01	State Lottery	288.12
PO16-00407	Odysseyware, Inc	Online Renewal	029	01	Supplemental	16,380.00
PO16-00408	Holiday Inn Express	Hotel Reservation Steven James ACSA	021	01	NCLB Title II,	210.18
PO16-00409	Holiday Inn Express	Hotel Reservation Frank Lynch for ACSA	021	01	NCLB Title II,	210.18
PO16-00410	Woodwind & Brasswin	Music Supplies	021	01	Other Local	24.80
PO16-00411	Riddell All America	Athletiic uniforms. Please email me with PO#	023	01	UNRESTRICTED R	6,739.46
PO16-00412	CDW-G	Technology Supplies	029	01	UNRESTRICTED R	987.39
PO16-00413	Houghton Mifflin Ha	textbooks	022	01	UNRESTRICTED R	4,668.36
PO16-00414	MCGRAW-HILL	textbooks	022	01	UNRESTRICTED R	4,503.53
PO16-00415	OFFICE DEPOT BUSINE	ASB POS printers	029	01	UNRESTRICTED R	1,442.13
PO16-00416	CA Assoc School Bus	CASBO Annual Conference Wolgamott	029	01	UNRESTRICTED R	745.00
PO16-00417	San Lorenzo Lumber	Building Materials	009	01	Ongoing & Major	222.43
PO16-00418	Monterey Peninsula	ISA's for SPED students	029	01	Special Educati	50,000.00
PO16-00419	DEPARTMENT OF TOXIC	Hazardous Waste Manifest Fee	009	01	UNRESTRICTED R	207.50
PO16-00420	Western Corp Image	Flags for GHS	023	01	State Lottery	285.02
Total						1,120,463.94

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.

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

SUBJECT: Public Hearing - Educator Effectiveness Spending Plan

MEETING: January 20, 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 receiving \$118,789 from the State to enhance the effectiveness of teachers and administrators. This funding must be spent by July 1, 2018. As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at a subsequent public meeting of the governing board.

Recommendation:

This is an information item only.

Fiscal Impact:

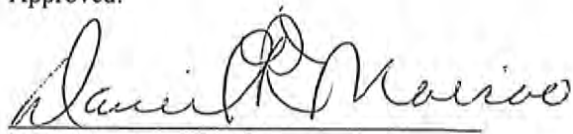
As budgeted in the first interim budget.

Submitted By:



Diana Jimenez
Director of Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

**South Monterey County Joint Union High School District
Educator Effectiveness Spending Plan
For the 2015-16, 2016-17 and 2017-18 Fiscal Years**

Background

On September 22, 2015, Governor Brown signed SB103, the Education Trailer Bill, into law, which contained revised appropriation language for the \$490 million to be disbursed to local educational agencies for purposes of enhancing the effectiveness of teachers and administrators. There are a number of activities that we have already undertaken, and continue to undertake, to improve teacher and administrator effectiveness. This new funding is provided specifically to support these activities:

- Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing and pursuant to Section 44259 of the Education Code.
- Professional Development, coaching, and support services for teachers who have been identified as needing improvement or additional support by local educational agencies
- Professional development for teachers and administrators that is aligned to the state content standards adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.08, 60605.11, 60605.85, as that section read on June 30, 2014, and 60811.3, as that section read on June 30, 2013, of the Education Code.
- To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

The funds must be spent by July 1, 2018. As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at a subsequent public meeting of the governing board. What follows is the proposed spending plan for the Educator Effectiveness funding that we will be receiving.

Funding

The estimated amount of one-time funds to be received for this purpose is \$118,789.

Uses

We plan to use the funds to:

- Provide beginning teacher and administrator support and mentoring
- Provide professional development, coaching and support services for teachers who have been identified as needing improvement or additional support
- Provide professional development for teachers and administrators that is aligned with State content standards
- Provide training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning

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

SUBJECT: 2014-15 Annual Financial Audit

MEETING: January 20, 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:

All school districts are audited at the end of each fiscal year. The enclosed audit copy is for the fiscal year ending June 30, 2015. There are findings in this audit which will be shared with staff and resolutions determined over the coming months.

Michael Ash, CPA from Christy White Associates, LLC will be at the meeting for the presentation of the audit.

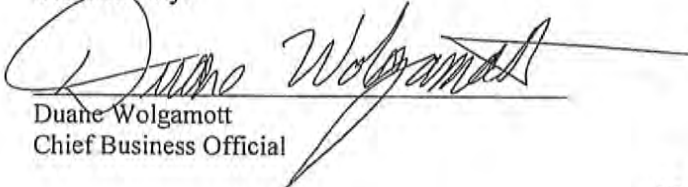
Recommendation:

Information item only. Action item to accept the audit will be presented later on agenda.


Fiscal Impact:

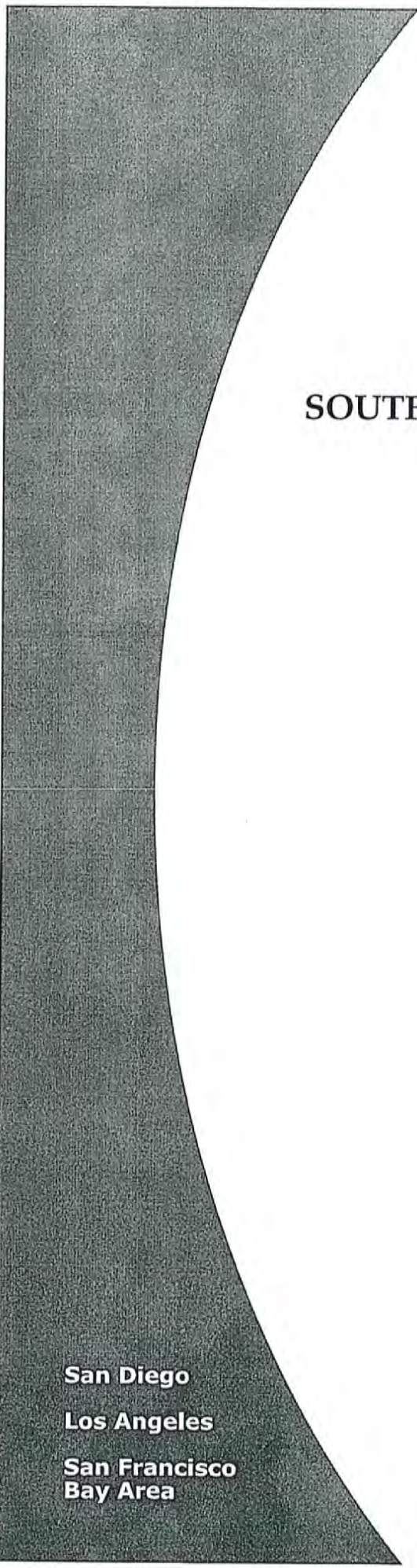
Reduction to 2014-15 LCFF revenues in the amount of \$54,383.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator



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

**AUDIT REPORT
JUNE 30, 2015**

San Diego

Los Angeles

**San Francisco
Bay Area**

christy**white**
A PROFESSIONAL
ACCOUNTANCY CORPORATION *associates*

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
OF MONTEREY COUNTY

KING CITY, CALIFORNIA

JUNE 30, 2015

The South Monterey County Joint Union High School District (formerly known as the King City Joint Union High School District) was established in 1911 and consists of an area comprising approximately 2,500 square miles. The District operates two high schools and one continuation high school. There were no boundary changes during the year.

GOVERNING BOARD

<u>Member</u>	<u>Office</u>	<u>Term Expires</u>
Mike Foster	President	2015
Raul Rodriguez	Clerk	2017
Mike LeBarre	Member	2017
Paulette Bumbalough	Member	2017
Bob White	Member	2015

DISTRICT ADMINISTRATORS

Daniel Moirao, Ed.D.
State Administrator

Duane Wolgamott
Chief Business Official

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

INDEPENDENT AUDITORS' REPORT

Governing Board
South Monterey County Joint Union High School District
King City, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the South Monterey County Joint Union High School District, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the South Monterey County Joint Union High School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Christy White, CPA

Michael Ash, CPA

Heather Rubio

SAN DIEGO
LOS ANGELES
SAN FRANCISCO/BAY AREA

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Licensed by the California
State Board of Accountancy

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Qualified Opinion on Governmental Activities

Because the District's account records were inadequate and certain supporting documents were not available, we were unable to obtain sufficient appropriate audit evidence supporting the amounts at which capital asset and related accumulated depreciation were reported in the accompanying financial statements at \$25,850,716 and \$12,991,454, respectively, as of June 30, 2015.

Qualified Opinion

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinion on Governmental Activities" paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the South Monterey County Joint Union High School District as of June 30, 2015, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of South Monterey County Joint Union High School District, as of June 30, 2015, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As described in Note 1 to the financial statements, in 2015 South Monterey County Joint Union High School District adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis, budgetary comparison information, schedule of funding progress for OPEB benefits, schedules of proportionate share of net pension liability, and schedules of District contributions for pensions be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the South Monterey County Joint Union High School District's basic financial statements. The supplementary information listed in the table of contents, including the schedule of expenditures of Federal awards, which is required by the U.S. Office of Management and Budget Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2015 on our consideration of South Monterey County Joint Union High School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering South Monterey County Joint Union High School District's internal control over financial reporting and compliance.

Christy White Associates

San Diego, California
December 9, 2015

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS

INTRODUCTION

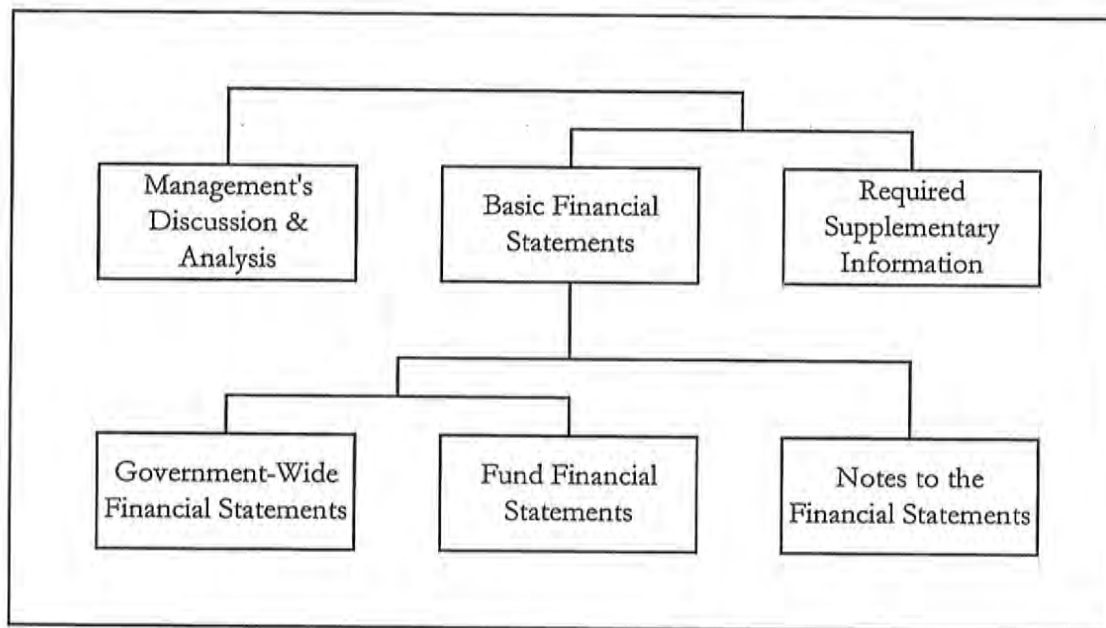
Our discussion and analysis of South Monterey County Joint Union High School District's (District) financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2015. It should be read in conjunction with the District's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

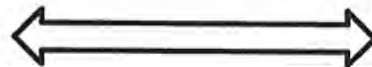
- ▶ The District's total net position was \$1,959,324 at June 30, 2015. This was an increase of \$3,870,415 from the prior year's restated net position.
- ▶ Overall revenues were \$23,820,587 which exceeded expenses of \$19,950,172.

OVERVIEW OF FINANCIAL STATEMENTS

Components of the Financials Section



Summary



Detail

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

This annual report consists of three parts – Management's Discussion and Analysis (this section), the basic financial statements, and required supplementary information. The three sections together provide a comprehensive overview of the District. The basic financial statements are comprised of two kinds of statements that present financial information from different perspectives:

- ▶ **Government-wide financial statements**, which comprise the first two statements, provide both short-term and long-term information about the entity's overall financial position.

- ▶ **Fund financial statements** focus on reporting the individual parts of District operations in more detail. The fund financial statements comprise the remaining statements.
 - ▶ **Governmental Funds** provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

 - ▶ **Fiduciary Funds** report balances for which the District is a custodian or *trustee* of the funds, such as Associated Student Bodies and pension funds.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. The basic financial statements are followed by a section of required and other supplementary information that further explain and support the financial statements.

Government-Wide Statements

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities, regardless of when cash is received or paid.

The two government-wide statements report the District's net position and how it has changed. Net position is one way to measure the District's financial health. Over time, increases or decreases in the District's net position are an indicator of whether its financial health is improving or deteriorating, respectively.

The government-wide financial statements of the District include governmental activities. All of the District's basic services are included here, such as regular education, food service, maintenance and general administration. LCFF funding and federal and state grants finance most of these activities.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

FINANCIAL ANALYSIS OF THE ENTITY AS A WHOLE

Net Position

The District's net position was \$1,959,324 at June 30, 2015, as reflected in the table below. Of this amount, (\$19,500,837) was unrestricted. Restricted net position is reported separately to show legal constraints from debt covenants and enabling legislation that limit the Governing Board's ability to use that net position for day-to-day operations.

	Governmental Activities		
	2015	2014	Net Change
ASSETS			
Current and other assets	\$ 13,983,278	\$ 11,618,728	\$ 2,364,550
Capital assets	25,850,716	25,850,716	-
Total Assets	39,833,994	37,469,444	2,364,550
DEFERRED OUTFLOWS OF RESOURCES	867,657	-	867,657
LIABILITIES			
Current liabilities	4,321,297	3,980,198	341,099
Long-term liabilities	31,249,751	22,003,868	9,245,883
Total Liabilities	35,571,048	25,984,066	9,586,982
DEFERRED INFLOWS OF RESOURCES	3,171,279	-	3,171,279
NET POSITION			
Net investment in capital assets	17,139,003	15,784,251	1,354,752
Restricted	4,321,158	4,659,230	(338,072)
Unrestricted	(19,500,837)	(8,958,103)	(10,542,734)
Total Net Position	\$ 1,959,324	\$ 11,485,378	\$ (9,526,054)

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

FINANCIAL ANALYSIS OF THE ENTITY AS A WHOLE (continued)

Changes in Net Position

The results of this year's operations for the District as a whole are reported in the Statement of Activities. The table below takes the information from the Statement, rounds off the numbers, and rearranges them slightly, so you can see our total revenues, expenses, and special items for the year.

	Governmental Activities		
	2015	2014	Net Change
REVENUES			
Program revenues			
Charges for services	\$ 164,286	\$ 105,549	\$ 58,737
Operating grants and contributions	3,021,144	3,131,621	(110,477)
Capital grants and contributions	675	2,724	(2,049)
General revenues			
Property taxes	7,719,085	6,689,785	1,029,300
Unrestricted federal and state aid	12,325,420	10,065,684	2,259,736
Other	589,977	475,378	114,599
Total Revenues	23,820,587	20,470,741	3,349,846
EXPENSES			
Instruction	10,060,778	8,908,413	1,152,365
Instruction-related services	2,035,123	1,694,704	340,419
Pupil services	2,107,721	1,990,526	117,195
General administration	1,842,546	1,842,605	(59)
Plant services	2,317,352	1,922,077	395,275
Ancillary and community services	446,313	426,380	19,933
Debt service	1,008,706	791,398	217,308
Other Outgo	131,633	273,145	(141,512)
Total Expenses	19,950,172	17,849,248	2,100,924
Change in net position	3,870,415	2,621,493	1,248,922
Net Position - Beginning, as Restated*	(1,911,091)	8,863,885	(10,774,976)
Net Position - Ending	\$ 1,959,324	\$ 11,485,378	\$ (9,526,054)

* Restatement to Beginning Net Position relates to the 2015 year only.

The cost of all our governmental activities this year was \$19,950,172 (refer to the table above). The amount that our taxpayers ultimately financed for these activities through taxes was only \$7,719,085 because the cost was paid by other governments and organizations who subsidized certain programs with grants and contributions and through other charges for services.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

FINANCIAL ANALYSIS OF THE ENTITY AS A WHOLE (continued)

Changes in Net Position (continued)

In the table below we have presented the net cost of each of the District's functions. As discussed above, net cost shows the financial burden that was placed on the District's taxpayers by each of these functions. Providing this information allows our citizens to consider the cost of each function in comparison to the benefits they believe are provided by that function.

	Net Cost of Services	
	2015	2014
Instruction	\$ 8,244,952	\$ 6,943,001
Instruction-related services	1,686,074	1,273,826
Pupil services	1,181,518	1,319,415
General administration	1,767,930	1,806,810
Plant services	2,317,352	1,922,077
Ancillary and community services	446,313	426,380
Debt service	1,008,706	791,398
Transfers to other agencies	111,222	126,447
Total Expenses	\$ 16,764,067	\$ 14,609,354

FINANCIAL ANALYSIS OF THE DISTRICT'S MAJOR FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of \$12,044,555, which is greater than last year's ending fund balance of \$9,941,047. The District's General Fund had \$2,036,897 more in operating revenues than expenditures for the year ended June 30, 2015. The District's Bond Interest and Redemption Fund had \$296,051 more in operating revenues than expenditures for the year ended June 30, 2015.

CURRENT YEAR BUDGET 2014-15

During the fiscal year, budget revisions and appropriation transfers are presented to the Board for their approval on a monthly basis to reflect changes to both revenues and expenditures that become known during the year. In addition, the Board of Education approves financial projections included with the Adopted Budget, First Interim, and Second Interim financial reports. The Unaudited Actuals reflect the District's financial projections and current budget based on State and local financial information.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of 2014-15 the District had invested \$25,850,716 in capital assets, net of accumulated depreciation.

	Governmental Activities		
	2015	2014	Net Change
CAPITAL ASSETS			
Land	\$ 2,269,094	\$ 2,269,094	\$ -
Construction in progress	2,003,154	2,003,154	-
Buildings & improvements	30,795,933	30,795,933	-
Furniture & equipment	3,773,989	3,773,989	-
Accumulated depreciation	(12,991,454)	(12,991,454)	-
Total Capital Assets	\$ 25,850,716	\$ 25,850,716	\$ -

Long-Term Debt

At year-end, the District had \$31,249,751 in long-term debt, an increase of \$9,245,883 from last year – as shown in the table below. (More detailed information about the District's long-term liabilities is presented in footnotes to the financial statements.)

	Governmental Activities		
	2015	2014	Net Change
LONG-TERM LIABILITIES			
Total general obligation bonds	\$ 8,413,548	\$ 9,680,044	\$ (1,266,496)
Lease revenue bonds	12,515,000	13,070,000	(555,000)
Capital leases	298,165	386,421	(88,256)
Compensated absences	183,157	163,048	20,109
Net OPEB obligation	717,169	614,107	103,062
Net pension liability	11,136,346	-	11,136,346
Less: current portion of long-term debt	(2,013,634)	(1,909,752)	(103,882)
Total Long-term Liabilities	\$ 31,249,751	\$ 22,003,868	\$ 9,245,883

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2015**

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

At the time these financial statements were prepared and audited, the District was aware of several circumstances that could affect its future financial health.

Landmark legislation passed in Year 2013 reformed California school district finance by creating the Local Control Funding Formula (LCFF). The District continues to analyze the impact of the LCFF on funding for our program offerings and services. The LCFF is designed to provide a flexible funding mechanism that links student achievement to state funding levels. The LCFF provides a per pupil base grant amount, by grade span, that is augmented by supplemental funding for targeted student groups in low income brackets, those that are English language learners and foster youth. The State anticipates all school districts to reach the statewide targeted base funding levels by 2020-21 but the annual amount funded to meet the target is uncertain.

Factors related to LCFF that the District is monitoring include: (1) estimates of funding in the next budget year and beyond; (2) the Local Control and Accountability Plan (LCAP) that aims to link student accountability measurements to funding allocations; (3) ensuring the integrity of reporting student data through the California Longitudinal Pupil Achievement Data System (CALPADs); and, (4) meeting annual compliance and audit requirements.

The State's economy is expected to grow at a modest rate of about 2%-3% annually over the next two years with little chance of recession, according to the UCLA Anderson Economic Forecast for September 2015. The ability of the State to fund the LCFF and other programs is largely dependent on the strength of the State's economy and remains uncertain.

GASB 68, *Accounting and Financial Reporting for Pensions*, is effective in the 2014-15 fiscal year. The new standard requires the reporting of annual pension cost using an actuarially determined method and a net pension liability is expected to result. The District participates in state employee pension plans, PERS and STRS, and both are underfunded. The District's proportionate share of the liability is reported in the Statement of Net Position as of June 30, 2015. The amount of the liability is material to the financial position of the District. To address the underfunding issues, the pension plans intend to raise employer rates in future years, and the increased costs could be significant.

Enrollment can fluctuate due to factors such as population growth, competition from private, parochial, inter-district transfers in or out, economic conditions and housing values. Losses in enrollment will cause a school district to lose operating revenues without necessarily permitting the district to make adjustments in fixed operating costs.

All of these factors were considered in preparing the District's budget for the 2015-16 fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Business Services Office at the South Monterey County Joint Union High School District, 800 Broadway, King City, CA 93930, (831) 385-0606.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2015

	<u>Governmental Activities</u>
ASSETS	
Cash and cash equivalents	\$ 13,006,454
Accounts receivable	976,824
Capital assets, not depreciated	4,272,248
Capital assets, net of accumulated depreciation	21,578,468
Total Assets	<u>39,833,994</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	867,657
Total Deferred Outflows of Resources	<u>867,657</u>
LIABILITIES	
Deficit cash	4,928
Accrued liabilities	2,236,403
Unearned revenue	66,332
Long-term liabilities, current portion	2,013,634
Long-term liabilities, non-current portion	31,249,751
Total Liabilities	<u>35,571,048</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pensions	3,171,279
Total Deferred Inflows of Resources	<u>3,171,279</u>
NET POSITION	
Net investment in capital assets	17,139,003
Restricted:	
Capital projects	293,695
Debt service	2,456,819
Educational programs	1,419,709
All others	150,935
Unrestricted	(19,500,837)
Total Net Position	<u>\$ 1,959,324</u>

The accompanying notes are an integral part of these financial statements.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

Function/Programs	Expenses	Program Revenues			Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
GOVERNMENTAL ACTIVITIES					
Instruction	\$ 10,060,778	\$ -	\$ 1,815,151	\$ 675	\$ (8,244,952)
Instruction-related services					
Instructional supervision and administration	899,205	-	331,497	-	(567,708)
Instructional library, media, and technology	124,903	-	2,323	-	(122,580)
School site administration	1,011,015	-	15,229	-	(995,786)
Pupil services					
Home-to-school transportation	758,159	-	151,230	-	(606,929)
Food services	570,124	164,286	489,334	-	83,496
All other pupil services	779,438	-	121,353	-	(658,085)
General administration					
Centralized data processing	285,796	-	-	-	(285,796)
All other general administration	1,556,750	-	74,616	-	(1,482,134)
Plant services	2,317,352	-	-	-	(2,317,352)
Ancillary services	446,313	-	-	-	(446,313)
Interest on long-term debt	1,008,706	-	-	-	(1,008,706)
Other Outgo	131,633	-	20,411	-	(111,222)
Total Governmental Activities	\$ 19,950,172	\$ 164,286	\$ 3,021,144	\$ 675	(16,764,067)
General revenues					
Taxes and subventions					
Property taxes, levied for general purposes					5,637,632
Property taxes, levied for debt service					1,838,190
Property taxes, levied for other specific purposes					243,263
Federal and state aid not restricted for specific purposes					12,325,420
Interest and investment earnings					28,394
Miscellaneous					561,583
Subtotal, General Revenue					20,634,482
CHANGE IN NET POSITION					3,870,415
Net Position - Beginning, as Restated					(1,911,091)
Net Position - Ending					\$ 1,959,324

The accompanying notes are an integral part of these financial statements.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 GOVERNMENTAL FUNDS
 BALANCE SHEET
 JUNE 30, 2015

	General Fund	Bond Interest & Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 9,643,232	\$ 1,577,032	\$ 1,786,190	\$ 13,006,454
Accounts receivable	975,344	-	1,480	976,824
Due from other funds	-	-	4,928	4,928
Total Assets	\$ 10,618,576	\$ 1,577,032	\$ 1,792,598	\$ 13,988,206
LIABILITIES				
Deficit cash	\$ -	\$ -	\$ 4,928	\$ 4,928
Accrued liabilities	1,773,150	-	94,313	1,867,463
Due to other funds	4,928	-	-	4,928
Unearned revenue	66,332	-	-	66,332
Total Liabilities	1,844,410	-	99,241	1,943,651
FUND BALANCES				
Nonspendable	6,000	-	-	6,000
Restricted	1,419,709	1,577,032	1,693,357	4,690,098
Assigned	2,997,389	-	-	2,997,389
Unassigned	4,351,068	-	-	4,351,068
Total Fund Balances	8,774,166	1,577,032	1,693,357	12,044,555
Total Liabilities and Fund Balances	\$ 10,618,576	\$ 1,577,032	\$ 1,792,598	\$ 13,988,206

The accompanying notes are an integral part of these financial statements.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT
OF NET POSITION
JUNE 30, 2015**

Total Fund Balance - Governmental Funds \$ 12,044,555

Amounts reported for assets and liabilities for governmental activities in the statement of net position are different from amounts reported in governmental funds because:

Capital assets:

In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation:

Capital assets	\$	38,842,170	
Accumulated depreciation		<u>(12,991,454)</u>	25,850,716

Unmatured interest on long-term debt:

In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmaturing interest owing at the end of the period was:

(368,940)

Long-term liabilities:

In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

Total general obligation bonds	\$	8,413,548	
Lease revenue bonds		12,515,000	
Capital leases		298,165	
Compensated absences		183,157	
Net OPEB obligation		717,169	
Net pension liability		<u>11,136,346</u>	(33,263,385)

Deferred outflows and inflows of resources relating to pensions:

In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.

Deferred outflows of resources related to pensions	\$	867,657	
Deferred inflows of resources related to pensions		<u>(3,171,279)</u>	(2,303,622)

Total Net Position - Governmental Activities \$ 1,959,324

The accompanying notes are an integral part of these financial statements.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2015

	General Fund	Bond Interest & Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
LCFF sources	\$ 16,984,748	\$ -	\$ -	\$ 16,984,748
Federal sources	1,069,182	-	493,859	1,563,041
Other state sources	1,217,251	8,788	36,495	1,262,534
Other local sources	1,883,956	1,830,763	219,518	3,934,237
Total Revenues	<u>21,155,137</u>	<u>1,839,551</u>	<u>749,872</u>	<u>23,744,560</u>
EXPENDITURES				
Current				
Instruction	9,744,383	-	-	9,744,383
Instruction-related services				
Instructional supervision and administration	897,487	-	-	897,487
Instructional library, media, and technology	128,759	-	-	128,759
School site administration	1,006,285	-	-	1,006,285
Pupil services				
Home-to-school transportation	766,177	-	-	766,177
Food services	-	-	575,226	575,226
All other pupil services	793,638	-	-	793,638
General administration				
Centralized data processing	293,273	-	-	293,273
All other general administration	1,570,404	-	-	1,570,404
Plant services	2,048,761	-	253,873	2,302,634
Facilities acquisition and maintenance	-	-	45,540	45,540
Ancillary services	443,330	-	-	443,330
Transfers to other agencies	158,129	-	-	158,129
Debt service				
Principal	555,000	1,240,000	88,256	1,883,256
Interest and other	712,614	303,500	16,417	1,032,531
Total Expenditures	<u>19,118,240</u>	<u>1,543,500</u>	<u>979,312</u>	<u>21,641,052</u>
NET CHANGE IN FUND BALANCE	<u>2,036,897</u>	<u>296,051</u>	<u>(229,440)</u>	<u>2,103,508</u>
Fund Balance - Beginning	6,737,269	1,280,981	1,922,797	9,941,047
Fund Balance - Ending	<u>\$ 8,774,166</u>	<u>\$ 1,577,032</u>	<u>\$ 1,693,357</u>	<u>\$ 12,044,555</u>

The accompanying notes are an integral part of these financial statements.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

Net Change in Fund Balances - Governmental Funds \$ 2,103,508

Amounts reported for governmental activities in the statement of activities are different from amounts reported in governmental funds because:

Debt service:

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were: 1,883,256

Unmatured interest on long-term debt:

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was: 23,825

Compensated absences:

In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amount earned. The difference between compensated absences paid and compensated absences earned, was: (20,109)

Postemployment benefits other than pensions (OPEB):

In governmental funds, OPEB costs are recognized when employer contributions are made. In the statement of activities, OPEB costs are recognized on the accrual basis. This year, the difference between OPEB costs and actual employer contributions was: (103,062)

Pensions:

In governmental funds, pension costs are recognized when employer contributions are made, in the government-wide statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and employer contributions was: (43,499)

Amortization of debt issuance premium or discount:

In governmental funds, if debt is issued at a premium or at a discount, the premium or discount is recognized as an Other Financing Source or an Other Financing Use in the period it is incurred. In the government-wide statements, the premium or discount is amortized over the life of the debt. Amortization of premium or discount for the period is: 26,496

Change in Net Position of Governmental Activities \$ 3,870,415

The accompanying notes are an integral part of these financial statements.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
FIDUCIARY FUNDS
STATEMENT OF NET POSITION
JUNE 30, 2015

	<u>Agency Funds</u> <u>Student Body</u> <u>Fund</u>
ASSETS	
Cash and cash equivalents	\$ 92,678
Total Assets	\$ 92,678
LIABILITIES	
Due to student groups	\$ 92,678
Total Liabilities	\$ 92,678

The accompanying notes are an integral part of these financial statements.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The South Monterey County Joint Union High School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

The District operates under a locally elected Board form of government and provides educational services to grades 9-12 as mandated by the state. A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student-related activities.

B. Component Units

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete. The District has no such component units.

C. Basis of Presentation

Government-Wide Statements. The statement of net position and the statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenue, and other non-exchange transactions.

The statement of activities presents a comparison between direct expenses and program revenue for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reserved for the statement of activities. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting of operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from the general revenues of the District.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Basis of Presentation (continued)

Fund Financial Statements. The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category – governmental and fiduciary – are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds.

Governmental funds are used to account for activities that are governmental in nature. Governmental activities are typically tax-supported and include education of pupils, operation of food service and child development programs, construction and maintenance of school facilities, and repayment of long-term debt.

Fiduciary funds are used to account for assets held by the District in a trustee or agency capacity for others that cannot be used to support the District's own programs.

Major Governmental Funds

General Fund: The General Fund is the main operating fund of the District. It is used to account for all activities except those that are required to be accounted for in another fund. In keeping with the minimum number of funds principle, all of the District's activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. A District may have only one General Fund.

Bond Interest and Redemption Fund: This fund is used for the repayment of bonds issued for the District (*Education Code Sections 15125–15262*). The board of supervisors of the county issues the bonds. The proceeds from the sale of the bonds are deposited in the county treasury to the Building Fund of the District. Any premiums or accrued interest received from the sale of the bonds must be deposited in the Bond Interest and Redemption Fund of the District. The county auditor maintains control over the District's Bond Interest and Redemption Fund. The principal and interest on the bonds must be paid by the county treasurer from taxes levied by the county auditor-controller.

Non-Major Governmental Funds

Special Revenue Funds: Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The District maintains the following special revenue funds:

Cafeteria Special Revenue Fund: This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code Sections 38090–38093*). The Cafeteria Special Revenue Fund shall be used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code Sections 38091 and 38100*).

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Basis of Presentation (continued)

Non-Major Governmental Funds (continued)

Capital Project Funds: Capital project funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

Capital Facilities Fund: This fund is used primarily to account separately for moneys received from fees levied on developers or other agencies as a condition of approving a development (*Education Code Sections 17620–17626*). The authority for these levies may be county/city ordinances (*Government Code Sections 65970–65981*) or private agreements between the District and the developer. Interest earned in the Capital Facilities Fund is restricted to that fund (*Government Code Section 66006*).

County School Facilities Fund: This fund is established pursuant to *Education Code Section 17070.43* to receive apportionments from the 1998 State School Facilities Fund (Proposition 1A), the 2002 State School Facilities Fund (Proposition 47), or the 2004 State School Facilities Fund (Proposition 55) authorized by the State Allocation Board for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code Section 17070 et seq.*).

Debt Service Funds: Debt service funds are established to account for the accumulation of resources for and the payment of principal and interest on general long-term debt.

Debt Service Fund: This fund was established during the fiscal year to separate funds that will be used to pay State School Apportionment Lease Revenue Bonds.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Basis of Presentation (continued)

Fiduciary Funds

Trust and Agency Funds: Trust and agency funds are used to account for assets held in a trustee or agent capacity for others that cannot be used to support the District's own programs. The key distinction between trust and agency funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held.

Student Body Fund: The Student Body Fund is an agency fund and, therefore, consists only of accounts such as cash and balancing liability accounts, such as due to student groups. The student body itself maintains its own general fund, which accounts for the transactions of that entity in raising and expending money to promote the general welfare, morale, and educational experiences of the student body (*Education Code Sections 48930–48938*).

D. Basis of Accounting – Measurement Focus

Government-Wide and Fiduciary Financial Statements

The government-wide and fiduciary fund financial statements are reported using the economic resources measurement focus. The government-wide and fiduciary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Net Position equals assets and deferred outflows of resources minus liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. The net position should be reported as restricted when constraints placed on its use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The net position restricted for other activities results from special revenue funds and the restrictions on their use.

Governmental Funds

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Governmental funds use the modified accrual basis of accounting.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Basis of Accounting – Measurement Focus (continued)

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded under the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. "Available" means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. Generally, "available" means collectible within the current period or within 60 days after year-end. However, to achieve comparability of reporting among California school districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for school districts as collectible within one year.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, grants, and entitlements. Under the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from the grants and entitlements is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Eligibility requirements include timing requirements, which specify the year when the resources are to be used or the fiscal year when use is first permitted; matching requirements, in which the District must provide local resources to be used for a specific purpose; and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. Under the modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time a liability is incurred. On the modified accrual basis of accounting, expenditures are generally recognized in the accounting period in which the related fund liability is incurred, as under the accrual basis of accounting. However, under the modified accrual basis of accounting, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Allocations of cost, such as depreciation and amortization, are not recognized in the governmental funds. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

Cash and Cash Equivalents

The District's cash and cash equivalents consist of cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash held in the county treasury is recorded at cost, which approximates fair value.

Investments

Investments with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county and State investment pools are determined by the program sponsor.

Inventories

Inventories are recorded using the purchases method in that the cost is recorded as an expenditure at the time the individual inventory items are requisitioned. Inventories are valued at historical cost and consist of expendable supplies held for consumption.

Capital Assets

The accounting and reporting treatment applied to the capital assets associated with a fund is determined by its measurement focus. Capital assets are reported in the governmental activities column of the government-wide statement of net position, but are not reported in the fund financial statements.

Capital assets are capitalized at cost (or estimated historical cost) and updated for additions and retirements during the year. Donated fixed assets are recorded at their fair market values as of the date received. The District maintains a capitalization threshold of \$5,000. The District does not own any infrastructure as defined in GASB Statement No. 34. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized. All reported capital assets, except for land and construction in progress, are depreciated. Improvements are depreciated over the remaining useful lives of the related capital assets. Depreciation is computed using the straight-line method.

Interfund Balances

On fund financial statements, receivables and payables resulting from short-term interfund loans are classified as "Due from other funds/Due to other funds." These amounts are eliminated in the governmental activities columns of the statement of net position.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, *continued*
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*continued*)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position (*continued*)

Compensated Absences

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the government-wide financial statements. For governmental funds, the current portion of unpaid compensated absences is recognized upon the occurrence of relevant events such as employee resignations and retirements that occur prior to year-end that have not yet been paid with expendable available financial resource. These amounts are recorded in the fund from which the employees who have accumulated leave are paid.

Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expense in the period taken because such benefits do not vest, nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements. In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds.

Premiums and Discounts

In the government-wide financial statements, long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight line method.

Deferred Outflows/Deferred Inflows of Resources

In addition to assets, the District will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the District will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position (continued)

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the defined benefit pension plans (the Plans) of the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Fund Balance

Fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Nonspendable - The nonspendable fund balance classification reflects amounts that are not in spendable form. Examples include inventory, prepaid items, the long-term portion of loans receivable, and nonfinancial assets held for resale. This classification also reflects amounts that are in spendable form but that are legally or contractually required to remain intact, such as the principal of a permanent endowment.

Restricted - The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

Committed - The committed fund balance classification reflects amounts subject to internal constraints self-imposed by formal action of the Governing Board. The constraints giving rise to committed fund balance must be imposed no later than the end of the reporting period. The actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements. In contrast to restricted fund balance, committed fund balance may be redirected by the government to other purposes as long as the original constraints are removed or modified in the same manner in which they were imposed, that is, by the same formal action of the Governing Board.

Assigned - The assigned fund balance classification reflects amounts that the government *intends* to be used for specific purposes. Assignments may be established either by the Governing Board or by a designee of the governing body, and are subject to neither the restricted nor committed levels of constraint. In contrast to the constraints giving rise to committed fund balance, constraints giving rise to assigned fund balance are not required to be imposed, modified, or removed by formal action of the Governing Board. The action does not require the same level of formality and may be delegated to another body or official. Additionally, the assignment need not be made before the end of the reporting period, but rather may be made any time prior to the issuance of the financial statements.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position (continued)

Fund Balance (continued)

Unassigned - In the General Fund only, the unassigned fund balance classification reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes. However, deficits in any fund, including the General Fund that cannot be eliminated by reducing or eliminating amounts assigned to other purposes are reported as negative unassigned fund balance.

The District applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

F. Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented in the financial statements. Interfund transfers are eliminated in the governmental activities columns of the statement of activities.

G. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

H. Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For purposes of the budget, on-behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County Auditor-Controller bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

J. New Accounting Pronouncements

GASB Statement No. 68 – In June 2012, GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. The Statement is effective for periods beginning after June 15, 2014. The District has implemented GASB Statement No. 68 for the year ended June 30, 2015.

GASB Statement No. 71 – In November 2013, GASB issued Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*. This standard seeks to clarify certain implementation issues related to amounts that are deferred and amortized at the time GASB 68 is first adopted. It applies to situations in which the measurement date of an actuarial valuation differs from the government's fiscal year. The Statement is effective for periods beginning after June 15, 2014. The District has implemented GASB Statement No. 71 for the year ended June 30, 2015.

GASB Statement No. 72 – In February 2015, GASB issued Statement No. 72, *Fair Value Measurement and Application*. This standard addresses accounting and financial reporting issues related to fair value measurements. The Statement is effective for periods beginning after June 15, 2015. The District has not yet determined the impact on the financial statements.

GASB Statement No. 73 – In June 2015, GASB issued Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*. This standard establishes requirements for defined benefit pensions that are not within the scope of GASB Statement 68 and amends certain provisions of GASB Statements 67 and 68. The Statement is effective for periods beginning after June 15, 2016. The District has not yet determined the impact on the financial statements.

GASB Statement No. 75 – In June 2015, GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This standard's primary objective is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions. The Statement is effective for periods beginning after June 15, 2017. The District has not yet determined the impact on the financial statements.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 2 – CASH AND INVESTMENTS

A. Summary of Cash and Investments

	Governmental Funds	Fiduciary Funds
Cash in county	\$ 10,817,007	\$ -
Cash on hand and in banks	51	92,678
Cash with fiscal agent	2,183,396	-
Cash in revolving fund	6,000	-
Total cash and cash equivalents	\$ 13,006,454	\$ 92,678

B. Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the state; U.S. Treasury instruments; registered state warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; collateralized mortgage obligations; and the County Investment Pool.

Investment in County Treasury – The District maintains substantially all of its cash in the County Treasury in accordance with *Education Code Section 41001*. The Monterey County Treasurer’s pooled investments are managed by the County Treasurer who reports on a monthly basis to the board of supervisors. In addition, the function of the County Treasury Oversight Committee is to review and monitor the County’s investment policy. The committee membership includes the Treasurer and Tax Collector, the Auditor-Controller, Chief Administrative Officer, Superintendent of Schools Representative, and a public member. The fair value of the District’s investment in the pool is based upon the District’s pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Cash with Fiscal Agent – The amount of \$2,183,396 represents cash held by U.S. Bank as trustee for the repayment of State Fund Apportionment Lease Revenue Bonds. This amount is fully collateralized.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 2 – CASH AND INVESTMENTS (continued)

C. General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest District funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. Additional information about the investment policy of the County Treasurer and Tax Collector may be obtained from its website. The table below identifies the investment types permitted by California Government Code.

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U. S. Treasury Obligations	5 years	None	None
U. S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

D. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Treasury. The District maintains a pooled investment with the County Treasury with a fair value of approximately \$10,816,661 and an amortized book value of \$10,817,007. The average weighted maturity for this pool is 422 days.

E. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The investments in the County Treasury are not required to be rated. As of June 30, 2015, the pooled investments in the County Treasury were not rated.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 2 – CASH AND INVESTMENTS (continued)

F. Custodial Credit Risk – Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. However, the California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2015, the District's bank balance was not exposed to custodial credit risk.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2015 consisted of the following:

	General Fund	Non-Major Governmental Funds	Total Governmental Activities
Federal Government			
Categorical aid	\$ 533,692	\$ -	\$ 533,692
State Government			
Apportionment	2,011	-	2,011
Categorical aid	118,040	-	118,040
Lottery	187,564	-	187,564
Local Government			
Other local sources	134,037	1,480	135,517
Total	<u>\$ 975,344</u>	<u>\$ 1,480</u>	<u>\$ 976,824</u>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2015 was as follows:

	Balance July 01, 2014	Additions	Deletions	Balance June 30, 2015
Governmental Activities				
Capital assets not being depreciated				
Land	\$ 2,269,094	\$ -	\$ -	\$ 2,269,094
Construction in progress	2,003,154	-	-	2,003,154
Total Capital Assets not Being Depreciated	4,272,248	-	-	4,272,248
Capital assets being depreciated				
Buildings & improvements	30,795,933	-	-	30,795,933
Furniture & equipment	3,773,989	-	-	3,773,989
Total Capital Assets Being Depreciated	34,569,922	-	-	34,569,922
Less Accumulated Depreciation				
Buildings & improvements	9,486,014	-	-	9,486,014
Furniture & equipment	3,505,440	-	-	3,505,440
Total Accumulated Depreciation	12,991,454	-	-	12,991,454
Governmental Activities				
Capital Assets, net	\$ 25,850,716	\$ -	\$ -	\$ 25,850,716

NOTE 5 – INTERFUND TRANSACTIONS

Intefund Payables/Receivables (Due To/From)

Interfund payables/receivables at June 30, 2015 consisted of \$4,928 due from the General Fund to the County School Facilities Fund to correct amount overspent in the fund.

NOTE 6 – ACCRUED LIABILITIES

Accrued liabilities at June 30, 2015 consisted of the following:

	General Fund	Non-Major Governmental Funds	District-Wide	Total Governmental Activities
Payroll	\$ 167,089	\$ -	\$ -	\$ 167,089
Vendors payable	1,606,061	94,313	-	1,700,374
Unmatured interest	-	-	368,940	368,940
Total	\$ 1,773,150	\$ 94,313	\$ 368,940	\$ 2,236,403

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 7 – UNEARNED REVENUE

Unearned revenue at June 30, 2015, consisted of the following at June 30, 2015:

	<u>General Fund</u>
Federal sources	\$ 65,159
State categorical sources	1,173
Total	<u>\$ 66,332</u>

NOTE 8 – LONG-TERM DEBT

A schedule of changes in long-term debt for the year ended June 30, 2015 consisted of the following:

	Restated Balance			Balance	Balance Due
	July 01, 2014	Additions	Deductions	June 30, 2015	In One Year
Governmental Activities					
General obligation bonds	\$ 9,495,000	\$ -	\$ 1,240,000	\$ 8,255,000	\$ 1,315,000
Unamortized premium	185,044	-	26,496	158,548	26,496
Total general obligation bonds	<u>9,680,044</u>	<u>-</u>	<u>1,266,496</u>	<u>8,413,548</u>	<u>1,341,496</u>
Lease revenue bonds	13,070,000	-	555,000	12,515,000	580,000
Capital leases	386,421	-	88,256	298,165	92,138
Compensated absences	163,048	20,109	-	183,157	-
Net OPEB obligation	614,107	103,062	-	717,169	-
Net pension liability	14,208,701	-	3,072,355	11,136,346	-
Total	<u>\$ 38,122,321</u>	<u>\$ 123,171</u>	<u>\$ 4,982,107</u>	<u>\$ 33,263,385</u>	<u>\$ 2,013,634</u>

Payments for bonds associated with general obligation bonds are made in the Bond Interest and Redemption Fund.

Payments on lease revenue bonds are made in the General Fund.

Payments for capital lease obligations are made in the Capital Facilities Fund.

Payments for compensated absences are typically liquidated in the General Fund and the Non-Major Governmental Funds.

A. Compensated Absences

Total unpaid employee compensated absences as of June 30, 2015 amounted to \$183,157. This amount is included as part of long-term liabilities in the government-wide financial statements.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 8 – LONG-TERM DEBT (continued)

B. General Obligation Bonds

On March 24, 1998, the 1998 General Obligation Bonds in the aggregate amount of \$19,160,000 were issued to defease the District's 1994 series A and B bonds. The refunding bonds mature through August 15, 2020, and have interest rates from 3.6% to 5%. Principal payments are due annually on August 1 and interest payments are due semi-annually on February 1 and August 1.

On March 20, 2012, the 2012 General Obligation Refunding Bonds in the aggregate amount of \$11,820,000 were issued to currently refund all of the District's outstanding 1998 General Obligation Refunding bonds. The refunding bonds mature through August 15, 2020, and have interest rates from 2.0% to 5.0%. Principal payments are due annually on August 1 and interest payments are due semi-annually on February 1 and August 1. The outstanding general obligation bonded debt of the District as of June 30, 2015, is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds			Bonds Outstanding June 30, 2015
				Outstanding July 01, 2014	Additions	Deductions	
2012	2021	2.0%-5.0%	\$ 11,820,000	\$ 9,495,000	\$ -	\$ 1,240,000	\$ 8,255,000
				\$ 9,495,000	\$ -	\$ 1,240,000	\$ 8,255,000

The annual requirements to amortize the general obligation bonds are as follows:

Year Ended June 30,	Principal	Interest	Total
2016	\$ 1,315,000	\$ 286,106	\$ 1,601,106
2017	1,395,000	246,656	1,641,656
2018	1,485,000	204,806	1,689,806
2019	1,570,000	160,256	1,730,256
2020	1,665,000	113,156	1,778,156
2021	825,000	29,906	854,906
Total	\$ 8,255,000	\$ 1,040,886	\$ 9,295,886

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 8 – LONG-TERM DEBT (continued)

C. State School Apportionment Lease Revenue Bonds

On July 22, 2009, Senate Bill 130, Chapter 20, Statutes of 2009, was enacted. This legislation provided an emergency apportionment loan to the district of \$5 million. In addition the bill authorized the district to augment the emergency loan with an additional \$8 million of lease financing in order to increase the emergency loan to a total of \$13 million. This loan provides a floating line of credit. As of June 30, 2012, the district received the balance of the apportionment loan amount. The legislation requires the district to repay the loan, including interest calculated at a rate equal to the rate earned by the State's Pooled Money Investment account on the effective date of Senate Bill 130. The bill provides that the loan be repaid over a 20-year period.

On April 7, 2010, the California Infrastructure and Economic Development Bank (I-Bank) issued \$14,395,000 in lease revenue bonds bearing interest at 2.0% to 5.6% with maturities from August 15, 2011 through August 15, 2029. The bonds were issued to fund the emergency apportionment given to the district. The district entered into a lease-back agreement whereby the scheduled lease payments will provide the source for the required principal and interest payments on the bonds. The lease payments will be made by an intercept of apportionments due to the district by the State Controller's Office. The intercepts will be made July through October beginning July 2010 and held by the Trustee until the principal and interest bond payments are due as per the debt service schedule.

The outstanding Lease Revenue bonded debt of the District as of June 30, 2015 is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds			Bonds
				Outstanding July 01, 2014	Additions	Deductions	Outstanding June 30, 2015
2010	2030	2.0%-5.6%	\$ 14,395,000	\$ 13,070,000	\$ -	\$ 555,000	\$ 12,515,000
				\$ 13,070,000	\$ -	\$ 555,000	\$ 12,515,000

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 8 – LONG-TERM DEBT (continued)

C. State School Apportionment Lease Revenue Bonds (continued)

The annual requirements to amortize the emergency apportionment lease revenue bonds are as follows:

Year Ended June 30,	Principal	Interest	Total
2016	\$ 580,000	\$ 654,344	\$ 1,234,344
2017	605,000	629,131	1,234,131
2018	630,000	599,769	1,229,769
2019	660,000	566,694	1,226,694
2020	695,000	531,125	1,226,125
2021 - 2025	4,060,000	2,060,584	6,120,584
2026 - 2030	5,285,000	794,219	6,079,219
Total	\$ 12,515,000	\$ 5,835,866	\$ 18,350,866

D. Capital Leases

The District has entered into agreements to lease various facilities and equipment that provide for the title to pass upon expiration of the lease period.

The following is a summary of the capital lease obligations:

Year Ended June 30,	Lease Payment
2016	\$ 104,673
2017	74,013
2018	74,013
2019	74,012
Total minimum lease payments	326,711
Less amount representing interest	(28,546)
Present value of minimum lease payments	\$ 298,165

E. Net Pension Liability

The District follows GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*. The District’s restated beginning net pension liability was \$14,208,701, and decreased by \$3,072,355 during the year ended June 30, 2015. The ending net pension liability at June 30, 2015 was \$11,136,346. See Note 11 for additional information regarding the net pension liability.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 9 – FUND BALANCES

Fund balances were composed of the following elements at June 30, 2015:

	General Fund	Bond Interest & Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
Non-spendable				
Revolving cash	\$ 6,000	\$ -	\$ -	\$ 6,000
Total non-spendable	6,000	-	-	6,000
Restricted				
Educational programs	1,419,709	-	-	1,419,709
Capital projects	-	-	293,695	293,695
Debt service	-	1,577,032	1,248,727	2,825,759
All others	-	-	150,935	150,935
Total restricted	1,419,709	1,577,032	1,693,357	4,690,098
Assigned				
Special reserve fund	2,997,389	-	-	2,997,389
Total assigned	2,997,389	-	-	2,997,389
Unassigned				
Unassigned	4,351,068	-	-	4,351,068
Total unassigned	4,351,068	-	-	4,351,068
Total	\$ 8,774,166	\$ 1,577,032	\$ 1,693,357	\$ 12,044,555

The District is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted expenditures. The District's Minimum Fund Balance Policy requires a Reserve for Economic Uncertainties, consisting of unassigned amounts, equal to no less than three percent of General Fund expenditures and other financing uses.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

A. Plan Description and Contribution Information

The plan is a single-employer defined benefit health care plan administered by the District. The plan provides medical and dental insurance benefits to eligible retirees and their spouses.

Membership of the plan consisted of the following:

Retirees and beneficiaries receiving benefits	12
Active plan members	119
Total*	131

Number of participating employers	1
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*As of July 1, 2014 actuarial study

B. Funding Policy

The District's contribution is currently based on a project pay-as-you-go funding method, that is, benefits are payable when due.

As of June 30, 2015, the District has not established a plan or equivalent that contains an irrevocable transfer of assets dedicated to providing benefits to retirees in accordance with the terms of the plan and that are legally protected from creditors.

C. Annual OPEB Cost and Net OPEB Obligation

The District's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities (UAAL) (or funding excess) over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the Plan, and changes in the District's net OPEB obligation to the Plan:

Annual required contribution	\$ 278,340
Interest on net OPEB obligation	29,170
Adjustment to annual required contribution	(27,219)
Annual OPEB cost (expense)	280,291
Contributions made	(177,229)
Increase (decrease) in net OPEB obligation	103,062
Net OPEB obligation, beginning of the year	614,107
Net OPEB obligation, end of the year	\$ 717,169

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (continued)

C. Annual OPEB Cost and Net OPEB Obligation (continued)

The annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation for the year ended June 30, 2015 and the preceding two years were as follows:

Year Ended June 30,	Annual OPEB Cost	Percentage Contributed	Net OPEB Obligation
2015	\$ 280,291	63%	\$ 717,169
2014	\$ 241,311	52%	\$ 614,107
2013	\$ 232,284	51%	\$ 499,310

D. Funded Status and Funding Progress

The funded status of the plan as of the most recent actuarial evaluation consists of the following:

Actuarial Valuation Date	Actuarial Valuation of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
July 1, 2014	\$ -	\$ 2,226,672	\$ 2,226,672	0%	\$ 9,670,107	23%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, investment returns, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

The schedule of funding progress, presented as required supplementary information following the notes to financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (continued)

E. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Additional information as of the latest actuarial valuation follows:

Valuation Date	7/1/2014
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level-percentage of payroll
Remaining Amortization Period	29 years
Actuarial Assumptions:	
Investment rate of return	4.75%
Discount rate	4.75%
Health care trend rate	4.00%
Inflation rate	2.75%

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – PENSION PLANS

Qualified employees are covered under multiple-employer contributory retirement plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS). The District recognized \$911,155 for their proportionate share of pension expense for the year ended June 30, 2015.

California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the California State Teachers' Retirement System (CalSTRS); a cost-sharing multiple employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7919 Folsom Blvd., Sacramento, CA 95826.

Benefits provided

The CalSTRS defined benefit plan has two benefit formulas:

CalSTRS 2% at 60: Members first hired on or before December 31, 2012, to perform service that could be creditable to CalSTRS

CalSTRS 2% at 62: Members first hired on or after January 1, 2013, to perform service that could be creditable to CalSTRS

CalSTRS 2% at 60

CalSTRS 2% at 60 members are eligible for normal retirement at age 60, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. Early retirement options are available at age 55 with five years of credited service or as early as age 50 with 30 years of credited service. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor, known as the career factor. The maximum benefit with the career factor is 2.4 percent of final compensation.

CalSTRS 2% at 62

CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor, known as the career factor. The maximum benefit with the career factor is 2.4 percent of final compensation.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California State Teachers' Retirement System (CalSTRS) (continued)

CalSTRS 2% at 62 (continued)

CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirement after age 62 increases with each quarter year of age to 2.4 percent at age 65 or older.

Contributions

Active plan members are required to contribute 8.15% of their salary for fiscal year 2015 and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by CalSTRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2015 was 8.88% of annual payroll. The contribution requirements of the plan members are established by state statute. Contributions to the plan from the District were \$606,816 for the year ended June 30, 2015.

On-Behalf Payments

The District was the recipient of on-behalf payments made by the State of California to CalSTRS for K-12 education. These payments consist of state general fund contributions of approximately \$393,923 to CalSTRS (5.679% of 2012-13 creditable compensation subject to CalSTRS).

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2015, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the net pension liability	\$ 9,015,325
States's proportionate share of the net pension liability associated with the District	5,443,842
Total	<u>\$ 14,459,167</u>

The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2014, the District's proportion was 0.015 percent, which did not change from its proportion measured as of June 30, 2013.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California State Teachers' Retirement System (CalSTRS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

For the year ended June 30, 2015, the District recognized pension expense of \$778,257. In addition, the District recognized pension expense and revenue of \$469,950 for support provided by the State. At June 30, 2015, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between projected and actual earnings on plan investments	\$ -	\$ 2,220,007
District contributions subsequent to the measurement date	606,816	-
	<u>\$ 606,816</u>	<u>\$ 2,220,007</u>

\$606,816 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended June 30,</u>	<u>Deferred Inflows of Resources</u>
2016	\$ 555,002
2017	555,002
2018	555,002
2019	555,001
	<u>\$ 2,220,007</u>

Actuarial assumptions

The total pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014 using the following actuarial assumptions, applied to all periods included in the measurement:

Consumer Price Inflation	3.00%
Investment Yield (Net of Expenses)	7.50%
Wage Inflation	3.75%
Interest on Member Accounts	4.50%

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California State Teachers' Retirement System (CalSTRS) (continued)

Actuarial assumptions (continued)

CalSTRS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are based on RP2000 series tables adjusted to fit CalSTRS experience.

The actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period July 1, 2006–June 30, 2010.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance - PCA) as an input to the process. Based on the model from CalSTRS consulting actuary's (Milliman) investment practice, a best estimate range was determined by assuming the portfolio is re-balanced annually and that annual returns are lognormally distributed and independent from year to year to develop expected percentiles for the long-term distribution of annualized returns. The assumed asset allocation by PCA is based on board policy for target asset allocation in effect on February 2, 2012, the date the current experience study was approved by the board. Best estimates of 10-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term* Expected Real Rate of Return
Global Equity	47%	4.50%
Private Equity	12%	6.20%
Real Estate	15%	4.35%
Inflation Sensitive	5%	3.20%
Fixed Income	20%	0.20%
Cash/Liquidity	1%	0.00%
	100%	

* 10-year geometric average

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California State Teachers’ Retirement System (CalSTRS) (continued)

Discount rate

The discount rate used to measure the total pension liability was 7.60 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increases per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.60 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District’s proportionate share of the net pension liability to changes in the discount rate

The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 7.60 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.60 percent) or 1-percentage-point higher (8.60 percent) than the current rate:

	1% Decrease (6.60%)	Current Discount Rate (7.60%)	1% Increase (8.60%)
District's proportionate share of the net pension liability	\$ 14,052,533	\$ 9,015,325	\$ 4,815,208

Pension plan fiduciary net position

Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalSTRS financial report.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California Public Employees' Retirement System (CalPERS)

Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS); a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95811.

Benefits provided

The benefits for the defined benefit plan are based on members' years of service, age, final compensation, and benefit formula. Benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Members become fully vested in their retirement benefits earned to date after five years of credited service.

Contributions

Active plan members who entered into the plan prior to January 1, 2013 are required to contribute 7.0% of their salary. The California Public Employees' Pension Reform Act (PEPRA) specifies that new members entering into the plan on or after January 1, 2013, shall pay the higher of fifty percent of normal costs or 6.0% of their salary. Additionally, for new members entering the plan on or after January 1, 2013, the employer is prohibited from paying any of the employee contribution to CalPERS unless the employer payment of the member's contribution is specified in an employment agreement or collective bargaining agreement that expires after January 1, 2013.

The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2015 was 11.771% of annual payroll. Contributions to the plan from the District were \$260,841 for the year ended June 30, 2015.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2015, the District reported a liability of \$2,121,021 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2014, the District's proportion was 0.019 percent, which was a decrease of 0.002 percent from its proportion measured as of June 30, 2013.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California Public Employees' Retirement System (CalPERS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

For the year ended June 30, 2015, the District recognized pension expense of \$132,898. At June 30, 2015, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between projected and actual earnings on plan investments	\$ -	\$ 728,806
Changes in proportion and differences between District contributions and proportionate share of contributions	-	222,466
District contributions subsequent to the measurement date	260,841	-
	<u>\$ 260,841</u>	<u>\$ 951,272</u>

\$260,841 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended June 30,</u>	<u>Deferred Inflows of Resources</u>
2016	\$ 237,818
2017	237,818
2018	237,818
2019	237,818
	<u>\$ 951,272</u>

Actuarial assumptions

The total pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2013, and rolling forward the total pension liability to June 30, 2014 using the following actuarial assumptions, applied to all periods included in the measurement:

Consumer Price Inflation	2.75%
Investment Yield (Net of Expenses)	7.50%
Wage Inflation	Varies by Entry Age and Service

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California Public Employees’ Retirement System (CalPERS) (continued)

Actuarial assumptions (continued)

CalPERS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are derived using CalPERS’ membership data for all funds. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.

The actuarial assumptions used in the June 30, 2013 valuation were based on the results of an actuarial experience study for the period from 1997 to 2011.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, both short-term and long-term market return expectations as well as the expected pension fund cash flows were taken into account. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds’ asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	Assumed Asset Allocation	Real Return Years 1-10*	Real Return Years 11+**
Global Equity	47%	5.25%	5.71%
Global Fixed Income	19%	0.99%	2.43%
Inflation Sensitive	6%	0.45%	3.36%
Private Equity	12%	6.83%	6.95%
Real Estate	11%	4.50%	5.13%
Infrastructure and Forestland	3%	4.50%	5.09%
Liquidity	2%	-0.55%	-1.05%
	100%		

* An expected inflation of 2.5% used for this period

** An expected inflation of 3.0% used for this period

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 11 – PENSION PLANS (continued)

California Public Employees’ Retirement System (CalPERS) (continued)

Discount rate

The discount rate used to measure the total pension liability was 7.50 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Schools Pool. The results of the crossover testing for the Schools Pool are presented in a detailed report that can be obtained at CalPERS’ website.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.50 percent investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.65 percent. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability.

Sensitivity of the District’s proportionate share of the net pension liability to changes in the discount rate

The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 7.50 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50 percent) or 1-percentage-point higher (8.50 percent) than the current rate:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
District's proportionate share of the net pension liability	\$ 3,720,756	\$ 2,121,021	\$ 784,282

Pension plan fiduciary net position

Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2015

NOTE 12 – COMMITMENTS AND CONTINGENCIES

A. Grants

The District received financial assistance from federal and state agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2015.

B. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2015.

NOTE 13 – PARTICIPATION IN JOINT POWERS AUTHORITIES

The District participates in three joint ventures under joint powers authorities (JPAs), the Monterey County Schools' Insurance Group, the Monterey and San Benito Counties Liability/Property JPA, and the Monterey County Schools' Workers' Compensation JPA. The relationships between the District and the JPAs are such that the JPAs are not component units of the District for financial reporting purposes.

The JPAs have budgeting and financial reporting requirements independent of member units, and their financial statements are not presented in these financial statements. However, fund transactions between the JPAs and the District are included in these statements. The audited financial statements are generally available from the respective entities.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS, continued
 JUNE 30, 2015

NOTE 14 – DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

Pension Plans

Pursuant to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27.*, the District recognized deferred outflows and inflows of resources related to pensions in the District-wide financial statements. The District’s deferred outflows and inflows of resources related to pensions were as follows at June 30, 2015:

	Deferred outflows related to pensions	Deferred inflows related to pensions
STRS Pension	\$ 606,816	\$ 2,220,007
PERS Pension	260,841	951,272
Total	\$ 867,657	\$ 3,171,279

NOTE 15 – RESTATEMENT OF NET POSITION

The beginning net position of Governmental Activities has been restated in order to record the District’s proportionate share of net pension liability and deferred outflows of resources related to pensions in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27.* The effect on beginning net position is presented as follows:

	Governmental Activities
Net Position - Beginning, as Previously Reported	\$ 11,485,378
Restatement	(13,396,469)
Net Position - Beginning, as Restated	<u>\$ (1,911,091)</u>

**REQUIRED SUPPLEMENTARY
INFORMATION**

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
GENERAL FUND – BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2015**

	Budgeted Amounts		Actual* (Budgetary Basis)	Variances - Final to Actual
	Original	Final		
REVENUES				
LCFF sources	\$ 16,201,795	\$ 16,680,209	\$ 16,984,748	\$ 304,539
Federal sources	882,236	1,206,114	1,069,182	(136,932)
Other state sources	977,327	940,708	823,328	(117,380)
Other local sources	731,500	1,365,278	1,971,407	606,129
Total Revenues	18,792,858	20,192,309	20,848,665	656,356
EXPENDITURES				
Certificated salaries	7,733,131	7,256,109	7,212,528	43,581
Classified salaries	2,327,092	2,375,000	2,360,492	14,508
Employee benefits	3,137,971	3,015,014	3,033,442	(18,428)
Books and supplies	1,007,369	1,839,654	1,362,709	476,945
Services and other operating expenditures	2,475,942	4,415,847	3,092,876	1,322,971
Capital outlay	100,000	172,161	136,527	35,634
Other outgo				
Excluding transfers of indirect costs	1,517,057	1,541,527	1,425,743	115,784
Total Expenditures	18,298,562	20,615,312	18,624,317	1,990,995
NET CHANGE IN FUND BALANCE	494,296	(423,003)	2,224,348	2,647,351
Fund Balance - Beginning	1,325,427	3,716,725	3,716,725	-
Fund Balance - Ending	\$ 1,819,723	\$ 3,293,722	\$ 5,941,073	\$ 2,647,351

* The actual amounts reported on this schedule do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balance for the following reasons:

- On behalf payments of \$393,923 are not included in the actual revenues and expenditures reported in this schedule.
- Actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Special Reserve Fund for Other than Capital Outlay Projects in accordance with the fund type definitions promulgated by GASB Statement No. 54.
- Audit adjustments are not reported on this schedule.

See accompanying note to required supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 SCHEDULE OF FUNDING PROGRESS
 FOR THE YEAR ENDED JUNE 30, 2015

Actuarial Valuation Date	Actuarial Valuation of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
July 1, 2014	\$ -	\$ 2,226,672	\$ 2,226,672	0%	\$ 9,670,107	23%
October 1, 2011	\$ -	\$ 1,761,155	\$ 1,761,155	0%	\$ 9,606,525	18%
October 1, 2009	\$ -	\$ 2,700,265	\$ 2,700,265	0%	\$ 10,265,527	26%

See accompanying note to required supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY -
 CALSTRS
 FOR THE YEAR ENDED JUNE 30, 2015

	<u>June 30, 2015</u>
District's proportion of the net pension liability	0.015%
District's proportionate share of the net pension liability	\$ 9,015,325
States's proportionate share of the net pension liability associated with the District	<u>5,443,842</u>
Total	<u>\$ 14,459,167</u>
District's covered-employee payroll	\$ 7,212,524
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	125.0%
Plan fiduciary net position as a percentage of the total pension liability.	76.5%

See accompanying note to required supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY -
 CALPERS
 FOR THE YEAR ENDED JUNE 30, 2015

	<u>June 30, 2015</u>
District's proportion of the net pension liability	0.019%
District's proportionate share of the net pension liability	\$ 2,121,021
District's covered-employee payroll	\$ 2,457,583
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	86.3%
Plan fiduciary net position as a percentage of the total pension liability.	83.4%

See accompanying note to required supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 SCHEDULE OF DISTRICT CONTRIBUTIONS - CALSTRS
 FOR THE YEAR ENDED JUNE 30, 2015

	<u>June 30, 2015</u>
Contractually required contribution	\$ 606,816
Contributions in relation to the contractually required contribution*	(606,816)
Contribution deficiency (excess)	<u>\$ -</u>
District's covered-employee payroll	\$ 7,212,524
Contributions as a percentage of covered-employee payroll	8.41%

*Amounts do not include on behalf contributions

See accompanying note to required supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SCHEDULE OF DISTRICT CONTRIBUTIONS - CALPERS
FOR THE YEAR ENDED JUNE 30, 2015

	<u>June 30, 2015</u>
Contractually required contribution	\$ 260,841
Contributions in relation to the contractually required contribution	(260,841)
Contribution deficiency (excess)	<u>\$ -</u>
District's covered-employee payroll	\$ 2,457,583
Contributions as a percentage of covered-employee payroll	10.61%

See accompanying note to required supplementary information.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1 – PURPOSE OF SCHEDULES

Budgetary Comparison Schedule

This schedule is required by GASB Statement No. 34 as required supplementary information (RSI) for the General Fund and for each major special revenue fund that has a legally adopted annual budget. The budgetary comparison schedule presents both (a) the original and (b) the final appropriated budgets for the reporting period as well as (c) actual inflows, outflows, and balances, stated on the District's budgetary basis. A separate column to report the variance between the final budget and actual amounts is also presented, although not required.

Schedule of Funding Progress

This schedule is required by GASB Statement No. 45 for all sole and agent employers that provide other postemployment benefits (OPEB). The schedule presents, for the most recent actuarial valuation and the two preceding valuations, information about the funding progress of the plan, including, for each valuation, the actuarial valuation date, the actuarial value of assets, the actuarial accrued liability, the total unfunded actuarial liability (or funding excess), the actuarial value of assets as a percentage of the actuarial accrued liability (funded ratio), the annual covered payroll, and the ratio of the total unfunded actuarial liability (or funding excess) to annual covered payroll.

Schedule of the District's Proportionate Share of the Net Pension Liability

This 10-year schedule is required by GASB Statement No. 68 for each cost-sharing pension plan. Until a full 10-year trend is compiled, the schedule will only show those years under which GASB Statement No. 68 was applicable. The schedule presents the District's proportion (percentage) of the collective net pension liability, the District's proportionate share (amount) of the collective net pension liability, the District's covered-employee payroll, the District's proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered-employee payroll, and the pension plan's fiduciary net position as a percentage of the total pension liability.

Schedule of District Contributions

This 10-year schedule is required by GASB Statement No. 68 for each cost-sharing pension plan. Until a full 10-year trend is compiled, the schedule will only show those years under which GASB Statement No. 68 was applicable. The schedule presents the District's statutorily or contractually required employer contribution, the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution, the difference between the statutorily or contractually required employer contribution and the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution, the District's covered-employee payroll, and the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution as a percentage of the District's covered-employee payroll.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
 FOR THE YEAR ENDED JUNE 30, 2015

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the year ended June 30, 2015, the District incurred an excess of expenditures over appropriations in individual major funds presented in the Budgetary Comparison Schedule by major object code as follows:

	Expenditures and Other Uses		
	Budget	Actual	Excess
General Fund			
Employee benefits	\$ 3,015,014	\$ 3,033,442	\$ 18,428

**SUPPLEMENTARY
INFORMATION**

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015**

Federal Grantor/Pass-Through Grantor/Program or Cluster	CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U. S. DEPARTMENT OF EDUCATION:			
<i>Passed through California Department of Education:</i>			
Title I, Part A Cluster			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	\$ 481,684
Title I, Part A, Program Improvement LEA Corrective Action	84.010	14357	33,799
Subtotal Title I, Part A Cluster			<u>515,483</u>
Title II, Part A, Teacher Quality	84.367A	14341	38,747
Title III Cluster			
Title III, Limited English Proficient (LEP) Student Program	84.365	14346	41,966
Title III, Immigrant Education Program	84.365	15146	1,789
Subtotal Title III Cluster			<u>43,755</u>
IDEA Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	377,469
Vocational Programs: Voc & Appl Tech Secondary II C, Sec 131 (Carl Perkins Act)	84.048	14894	77,969
Advanced Placement Incentive Program Grant	84.330C	14504	11,951
Total U. S. Department of Education			<u>\$ 1,065,374</u>
U. S. DEPARTMENT OF AGRICULTURE:			
<i>Passed through California Department of Education:</i>			
Child Nutrition Cluster			
Especially Needy Breakfast	10.553	13526	52,293
National School Lunch Program	10.555	13391	400,245
USDA Commodities	10.555	*	41,321
Subtotal Child Nutrition Cluster			<u>493,859</u>
Forest Reserve Funds	10.665	10044	3,808
Total U. S. Department of Agriculture			<u>497,667</u>
Total Federal Expenditures			<u>\$ 1,563,041</u>

* - Pass-Through Entity Identifying Number not available or not applicable

See accompanying note to supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 SCHEDULE OF AVERAGE DAILY ATTENDANCE (ADA)
 FOR THE YEAR ENDED JUNE 30, 2015

	Second Period Report	Annual Report
SCHOOL DISTRICT		
Ninth through Twelfth		
Regular ADA	1,900.54	1,887.26
Extended Year Special Education	-	1.24
Total Ninth through Twelfth	1,900.54	1,888.50
TOTAL SCHOOL DISTRICT	1,900.54	1,888.50

See accompanying note to supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 SCHEDULE OF INSTRUCTIONAL TIME
 FOR THE YEAR ENDED JUNE 30, 2015

Grade Level	Minutes Requirement	Minutes Requirement Reduced	2014-15 Actual Minutes	Number of Days	Status
Grade 9	64,800	63,000	64,470	181	Complied
Grade 10	64,800	63,000	64,470	181	Complied
Grade 11	64,800	63,000	64,470	181	Complied
Grade 12	64,800	63,000	64,470	181	Complied

See accompanying note to supplementary information.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2015**

	2016 (Budget)	2015	2014	2013
General Fund - Budgetary Basis**				
Revenues And Other Financing Sources	\$ 23,237,240	\$ 20,848,665	\$ 18,097,740	\$ 16,008,246
Expenditures And Other Financing Uses	21,702,308	18,624,317	16,610,631	17,059,552
Net change in Fund Balance	\$ 1,534,932	\$ 2,224,348	\$ 1,487,109	\$ (1,051,306)
Ending Fund Balance	\$ 7,476,005	\$ 5,941,073	\$ 3,637,057	\$ 2,149,948
Available Reserves*	\$ 6,058,337	\$ 4,351,068	\$ 2,288,999	\$ 3,385,695
Available Reserves As A Percentage Of Outgo	27.92%	23.36%	13.78%	19.85%
Long-term Debt	\$ 31,249,751	\$ 33,263,385	\$ 23,913,620	\$ 27,465,053
Average Daily Attendance At P-2	1,937	1,901	1,829	1,759

The General Fund balance has increased by \$3,791,125 over the past two years. The fiscal year 2015-16 budget projects a further increase of \$1,534,932. For a District this size, the State recommends available reserves of at least 3% of General Fund expenditures, transfers out, and other uses (total outgo).

The District has incurred operating surpluses in two of the past three years and anticipates incurring an operating surplus during the 2015-16 fiscal year. Total long term obligations have increased by \$5,798,332 over the past two years.

Average daily attendance has increased by 142 ADA over the past two years. An increase of 36 ADA is anticipated during the 2015-16 fiscal year.

*Available reserves consist of all unassigned fund balance within the General Fund and the Special Reserve Fund for Other than Capital Outlay Projects

**The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Special Reserve Fund for Other than Capital Outlay Projects, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

On behalf payments of \$393,923 are not included in the actual revenues and expenditures reported in this schedule.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT WITH AUDITED
 FINANCIAL STATEMENTS
 FOR THE YEAR ENDED JUNE 30, 2015

	General Fund	Special Reserve Fund for Other Than Capital Outlay Projects
June 30, 2015, annual financial and budget report fund balance	\$ 5,941,073	\$ 2,997,389
Adjustments and reclassifications:		
Increase (decrease) in total fund balances:		
Decrease in cash with fiscal agent balance	(64,296)	-
Increase in accounts payable	(100,000)	-
Fund balance transfer (GASB 54)	2,997,389	(2,997,389)
Net adjustments and reclassifications	2,833,093	(2,997,389)
June 30, 2015, audited financial statement fund balance	\$ 8,774,166	\$ -

See accompanying note to supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SCHEDULE OF CHARTER SCHOOLS
FOR THE YEAR ENDED JUNE 30, 2015

The District did not sponsor any charter schools during the year ended June 30, 2015.

See accompanying note to supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 COMBINING BALANCE SHEET
 JUNE 30, 2015

	Cafeteria Fund	Capital Facilities Fund	County School Facilities Fund	Debt Service Fund	Non-Major Governmental Funds
ASSETS					
Cash and cash equivalents	\$ 152,207	\$ 385,256	\$ -	\$ 1,248,727	\$ 1,786,190
Accounts receivable	1,480	-	-	-	1,480
Due from other funds	-	-	4,928	-	4,928
Total Assets	\$ 153,687	\$ 385,256	\$ 4,928	\$ 1,248,727	\$ 1,792,598
LIABILITIES					
Deficit cash	\$ -	\$ -	\$ 4,928	\$ -	\$ 4,928
Accrued liabilities	2,752	91,561	-	-	94,313
Total Liabilities	2,752	91,561	4,928	-	99,241
FUND BALANCES					
Restricted	150,935	293,695	-	1,248,727	1,693,357
Total Fund Balances	150,935	293,695	-	1,248,727	1,693,357
Total Liabilities and Fund Balance	\$ 153,687	\$ 385,256	\$ 4,928	\$ 1,248,727	\$ 1,792,598

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See accompanying note to supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
 FOR THE YEAR ENDED JUNE 30, 2015

	Cafeteria Fund	Capital Facilities Fund	County School Facilities Fund	Debt Service Fund	Non-Major Governmental Funds
REVENUES					
Federal sources	\$ 493,859	\$ -	\$ -	\$ -	\$ 493,859
Other state sources	36,495	-	-	-	36,495
Other local sources	164,587	54,255	676	-	219,518
Total Revenues	694,941	54,255	676	-	749,872
EXPENDITURES					
Current					
Pupil services					
Food services	575,226	-	-	-	575,226
Plant services	-	-	253,873	-	253,873
Facilities acquisition and maintenance	-	39,889	5,651	-	45,540
Debt service					
Principal	-	88,256	-	-	88,256
Interest and other	-	16,417	-	-	16,417
Total Expenditures	575,226	144,562	259,524	-	979,312
Excess (Deficiency) of Revenues					
Over Expenditures	119,715	(90,307)	(258,848)	-	(229,440)
NET CHANGE IN FUND BALANCE	119,715	(90,307)	(258,848)	-	(229,440)
Fund Balance - Beginning	31,220	384,002	258,848	1,248,727	1,922,797
Fund Balance - Ending	\$ 150,935	\$ 293,695	\$ -	\$ 1,248,727	\$ 1,693,357

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See accompanying note to supplementary information.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
JUNE 30, 2015

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Expenditures of Federal Awards

The accompanying Schedule of Expenditures of Federal Awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of *Education Code Sections 46200 through 46208*. During the year ended June 30, 2015, the District participated in the Longer Day incentive funding program. As of June 30, 2015, the District had not yet met its target funding. Through 2014-15, the instructional day and minute requirements have been reduced pursuant to *Education Code Section 46201.2*.

Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Annual Financial and Budget Report Unaudited Actuals to the audited financial statements.

Schedule of Charter Schools

This schedule lists all Charter Schools chartered by the District, and displays information for each Charter School on whether or not the Charter School is included in the District audit.

Combining Statements – Non-Major Funds

These statements provide information on the District's non-major funds.

Local Education Agency Organization Structure

This schedule provides information about the District's boundaries and schools operated, members of the governing board, and members of the administration. (Located in the front of the audit report)

**OTHER INDEPENDENT
AUDITORS' REPORTS**

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS

Independent Auditors' Report

Christy White, CPA

Michael Ash, CPA

Heather Rubio

Governing Board
South Monterey County Joint Union High School District
King City, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of South Monterey County Joint Union High School District, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the South Monterey County Joint Union High School District's basic financial statements, and have issued our report thereon dated December 9, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered South Monterey County Joint Union High School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of South Monterey County Joint Union High School District's internal control. Accordingly, we do not express an opinion on the effectiveness of South Monterey County Joint Union High School District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weakness or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

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A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the following deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses. (Finding #2015-01)

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies. (Findings #2015-02, #2015-03, #2015-04, #2015-05, #2015-06)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether South Monterey County Joint Union High School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

South Monterey County Joint Union High School District's Response to Findings

South Monterey County Joint Union High School District's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. South Monterey County Joint Union High School District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White Associates

San Diego, California
December 9, 2015

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB
CIRCULAR A-133

Independent Auditors' Report

Christy White, CPA

Michael Ash, CPA

Heather Rubio

Governing Board
South Monterey County Joint Union High School District
King City, California

Report on Compliance for Each Major Federal Program

We have audited South Monterey County Joint Union High School District's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of South Monterey County Joint Union High School District's major federal programs for the year ended June 30, 2015. South Monterey County Joint Union High School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of South Monterey County Joint Union High School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about South Monterey County Joint Union High School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of South Monterey County Joint Union High School District's compliance.

Opinion on Each Major Federal Program

In our opinion, South Monterey County Joint Union High School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying schedule of findings and questioned costs as item #2015-07. Our opinion on each major federal program is not modified with respect to this matter.

South Monterey County Joint Union High School District's response to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs and corrective action plan. South Monterey County Joint Union High School District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of South Monterey County Joint Union High School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered South Monterey County Joint Union High School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of South Monterey County Joint Union High School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. However, we identified certain deficiencies in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as Finding #2015-07 that we consider to be significant deficiencies.

South Monterey County Joint Union High School District's response to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs and corrective action plan. South Monterey County Joint Union High School District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Christy White Associates

San Diego, California
December 9, 2015

REPORT ON STATE COMPLIANCE

Independent Auditors' Report

Christy White, CPA

Michael Ash, CPA

Heather Rubio

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King City, California

Report on State Compliance

We have audited South Monterey County Joint Union High School District's compliance with the types of compliance requirements described in the *2014-15 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the California Education Audit Appeals Panel that could have a direct and material effect on each of South Monterey County Joint Union High School District's state programs for the fiscal year ended June 30, 2015, as identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of South Monterey County Joint Union High School District's state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2014-15 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the California Education Audit Appeals Panel as regulations. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the state programs noted below occurred. An audit includes examining, on a test basis, evidence about South Monterey County Joint Union High School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with the requirements referred to above. However, our audit does not provide a legal determination of South Monterey County Joint Union High School District's compliance with those requirements.

Opinion on State Compliance

In our opinion, South Monterey County Joint Union High School District complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the state programs noted in the table below for the year ended June 30, 2015.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is described in the accompanying schedule of findings and questioned costs as item #2015-08. Our opinion on state compliance is not modified with respect to this matter.

South Monterey County Joint Union High School District's response to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs and corrective action plan. South Monterey County Joint Union High School District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Procedures Performed

In connection with the audit referred to above, we selected and tested transactions and records to determine South Monterey County Joint Union High School District's compliance with the state laws and regulations applicable to the following items:

<u>PROGRAM NAME</u>	<u>PROCEDURES PERFORMED</u>
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Not Applicable
Independent Study	Yes
Continuation Education	Yes
Instructional Time for school districts	Yes
Instructional Materials, general requirements	Yes
Ratios of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Transportation Maintenance of Effort	Yes
Regional Occupation Centers or Programs Maintenance of Effort	Yes
Adult Education Maintenance of Effort	Yes
California Clean Energy Jobs Act	No

<u>PROGRAM NAME</u>	<u>PROCEDURES PERFORMED</u>
After School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Common Core Implementation Funds	Yes
Unduplicated Local Control Funding Formula-Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Attendance; for charter schools	Not Applicable
Mode of Instruction; for charter schools	Not Applicable
Nonclassroom-Based Instruction/Independent Study; for charter schools	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction; for charter schools	Not Applicable
Annual Instructional Minutes – Classroom Based; for charter schools	Not Applicable
Charter School Facility Grant Program	Not Applicable

We did not perform procedures over California Clean Energy Jobs Act, because the District did not incur expenditures during the year ended June 30, 2015.

Christy White Associates

San Diego, California
December 9, 2015

**SCHEDULE OF FINDINGS
AND QUESTIONED COSTS**

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2015**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Qualified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>Yes</u>
Significant deficiency(ies) identified?	<u>Yes</u>
Non-compliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major program:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>Yes</u>
Type of auditors' report issued:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with section .510(a) of OMB Circular A-133?	<u>Yes</u>
Identification of major programs:	

<u>CFDA Number(s)</u>	<u>Name of Federal Program of Cluster</u>
<u>84.027</u>	<u>IDEA Basic Local Assistance Entitlement</u>
<u>10.553, 10.555</u>	<u>Child Nutrition Cluster</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 300,000</u>
Auditee qualified as low-risk auditee?	<u>No</u>

STATE AWARDS

Internal control over state programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>Yes</u>
Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2015

FIVE DIGIT CODE

20000

30000

AB 3627 FINDING TYPE

Inventory of Equipment

Internal Control

FINDING 2015-01: CAPITAL ASSETS (30000) (60000) (Material Weakness)

Criteria: The District should maintain a complete capital asset listing. These assets should be depreciated in conformity with generally accepted accounting principles, tracked, accounted for, and properly valued. Good internal controls and prudent accounting practices require the establishment and adherence to sound policies and procedures for capital assets.

Condition: The District has not been maintaining a complete capital asset listing. Auditor was unable to receive adequate documentation to support the capital asset listing presented in the financial statements rendering capital assets unauditable.

Cause: Lack of policies and procedures over capital assets.

Perspective/Context: All District capital assets.

Effect: Balance of capital asset listing may be materially misstated without an accurate listing and support for the amount the District presents as capital assets. The auditor's opinion was qualified because it can't be determined whether the capital assets and related accumulated depreciation are fairly stated.

Recommendations: The District should obtain a complete valuation for its capital assets and confirm that a valuation is complete, accurate, and adequately supports the amount they state in their financial statements. The District should also establish and implement written policies and procedures surrounding recording and tracking of capital assets and calculation of depreciation expense.

District Response: The District will contract with outside contractor for annual Capital Assets valuations.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
FINANCIAL STATEMENT FINDINGS, *continued*
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2015-02: STUDENT BODY FUNDS (30000) (60000)

Criteria: Maintaining sound internal control procedures over cash disbursements and cash receipts reduces the opportunity for irregularities to go undetected. The Fiscal Crisis Management Assistance Team (FCMAT) Associated Student Body Accounting Manual & Desk Reference outlines proper internal control procedures for associated student body accounts to follow.

Condition: The following discrepancies were noted through testing of ASB cash receipts and cash disbursements at Greenfield High School ASB:

- Three out of ten cash receipts tested were missing supporting documentation.
- Two out of ten cash receipts tested were not deposited within a timely manner.
- Three of ten cash disbursements were missing proper approvals.

Cause: Insufficient controls over student body activities.

Perspective/Context: Cash receipts and cash disbursements tested at Greenfield High School ASB.

Effect: The potential for irregularities in accounting to go undetected.

Recommendations: We recommend that the District and those charged with overseeing the ASB work to address these internal control weaknesses. For all sales activities, supporting documentation should be prepared and retained to reconcile the amount of sales or collections to the amount deposited. For all disbursements, proper approvals should be obtained.

District Response: The District has purchased a new ASB software program which has Point of Sale feature and receipt printer which will assist in proper receipting and accounting. Transfer of funds from Greenfield High School to the District for deposits will be done at least twice a week through an in-house courier. The District has added a Fiscal Technician Position (started 12-1-15) who will now be working with school sites on ASB oversight and accounting.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
FINANCIAL STATEMENT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2015-03: CASH IN COUNTY TREASURY RECONCILIATIONS (30000)

Criteria: Good internal controls and prudent business practices require that cash reconciliations be performed and reviewed by the District on a regular basis to ensure that they understand and agree with all the reconciling items and adjustments.

Condition: The District is not reviewing or preparing a reconciliation for the cash in the county treasury.

Cause: District does not receive reconciliations from the County Office of Education.

Perspective/Context: District's cash in county treasury.

Effect: Reconciliations of the cash in county will prevent against misstatement of the stated ending balance each month.

Recommendation: The District should obtain, review and maintain reconciliations for the cash in county treasury.

District Response: The County Office of Education is implementing and testing new systems to be able to supply this information.

FINDING 2015-04: JOURNAL ENTRIES (30000)

Criteria: Internal controls over journal entries are important to ensure that the District's financial statements are free of material misstatement.

Condition: During our internal control testing over journal entries, we found that there is not a policy in place for review of journal entries. Journal entries are made by one employee and there is no review process to ensure that the journal entries are accurate and reasonable.

Cause: Lack of policies and procedures and segregation of duties surrounding journal entries.

Perspective/Context: Testing of journal entries made by the District.

Effect: Risk of material misstatement.

Recommendation: Sound internal controls over journal entries should be put into place to review all journal entries made into the general ledger.

District Response: The District has added a Fiscal Technician Position (started 12-1-15) who will be initiating Journal Entries with the CBO posting them after review.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
FINANCIAL STATEMENT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2015-05: YEAR-END ADJUSTMENT (30000)

Criteria: Internal controls over year-end adjustments are important to ensure that the District's financial statements are free of material misstatement.

Condition: During our testing of the District's unaudited actuals, we had to make adjustments in order to properly state accounts payable and cash with fiscal agent.

Cause: Lack of oversight over District accounting.

Perspective/Context: Testing of year-end balances and activity for the year under audit.

Effect: Risk of material misstatement.

Recommendation: Sound internal controls and oversight should be put into place to review all activity recorded in the District's accounting records.

District Response: The District has added a Fiscal Technician Position (started 12-1-15) who will be working with the CBO on year end accounting to ensure more oversight of accounting and year end closing.

FINDING 2015-06: BANK ACCOUNTS AND RECONCILIATIONS (30000)

Criteria: Internal controls over bank accounts and reconciliations are important to ensure that the District's financial statements are free of material misstatement.

Condition: During our testing of the District's bank accounts and reconciliations, we noted the following: that the District's cash with fiscal agent did not reconcile from the District's general ledger to the supporting documentation.

Cause: Lack of oversight over District cash with fiscal agent reconciliation.

Perspective/Context: Testing of District's bank accounts and reconciliations for the year under audit.

Effect: Risk of material misstatement.

Recommendation: Sound internal controls and oversight should be put into place to review all activity related to the District's cash with fiscal agent account.

District Response: The Cash with Fiscal Agent information for the SACS report was supplied by the County Office of Education.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
FEDERAL AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

FIVE DIGIT CODE

50000

AB 3627 FINDING TYPE

Federal Compliance

FINDING 2015-07: FREE AND REDUCED MEAL VERIFICATIONS AND APPLICATIONS (50000)

Program Title/ Area: Child Nutrition Cluster (CFDA 10.553-10.555), Passed through the California Department of Education

Criteria: Determination of free and reduced price meal eligibility for the Child Nutrition Cluster should follow free and reduced meal income eligibility sampling guidelines outlined in 7 CFR 245.

Condition: Students selected for eligibility test were found to differ from the original application or could not be verified.

Perspective: 8 of 81 students tested did not have a meal status which agreed to their original application or could not be verified.

Cause: Procedures for meal verifications and applications were not consistently followed by the District Food Services Department and personnel.

Questioned Costs: No questioned costs because the value of the meals is negligible.

Effect: Students participating in the National School Lunch Program may be ineligible due to not meeting the income requirements based on their original application or through the verification process.

Recommendations: District should implement procedures to conduct meal verifications and update the system as required.

District Response: New procedures were implemented effective August 1, 2015 which require a second review of all FRMP applications was implemented to ensure accuracy.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 STATE AWARD FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED JUNE 30, 2015

FIVE DIGIT CODE

10000
 40000
 42000
 60000
 61000
 62000
 70000
 71000
 72000

AB 3627 FINDING TYPE

Attendance
 State Compliance
 Charter School Facilities Programs
 Miscellaneous
 Classroom Teacher Salaries
 Local Control Accountability Plan
 Instructional Materials
 Teacher Misassignments
 School Accountability Report Card

FINDING #2015-08 – UNDUPLICATED LOCAL CONTROL FUNDING FORMULA PUPIL COUNTS (40000)

Criteria: Students classified as free or reduced price meal eligible (FRPM) only, English Learner (EL), or both FRPM and EL, and who are not directly certified on the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report must have supporting documentation that indicates the student was eligible for the determination. Auditors are required to verify compliance with Education Code Section 42238.02(b)(3)(b) in Section W of the 2014-15 *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

Condition: 7 of 60 students tested from the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report who were classified as FRPM only did not have proper supporting documentation to support their designation. 1 of 7 students tested from the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report who were classified as EL only did not have proper supporting documentation to support their designation. 1 of 21 students tested from the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report who were classified as both FRPM and EL did not have proper supporting documentation to support their designation. After extrapolating the error rates to the total populations of 374, 65 and 201 students, respectively, an additional 37, 8, and 9 students were disallowed for a total of 63 students total (9 from original sample and additional 54).

Cause: Incorrect classification of students.

Effect: The District is not in compliance with State requirements.

Context: 63 of 3,514 (1,757 in both 2013-14 and 2014-15) students reported in the District’s Unduplicated Pupil Count did not have proper supporting documentation to support their FRPM designation.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
 STATE AWARD FINDINGS AND QUESTIONED COSTS, continued
 FOR THE YEAR ENDED JUNE 30, 2015

FINDING #2015-08 – UNDUPLICATED LOCAL CONTROL FUNDING FORMULA PUPIL COUNTS (40000)
(continued)

Questioned Cost: \$54,383, as calculated below.

LCFF Target Base Grant Amount and Pupil Counts		
1) Total Base Grant Amount ⁽¹⁾		16,618,924
	Section 1: UPP	Section 2: UPP
2) Total Enrollment Count from Unduplicated Pupil Percentage Exhibit ⁽²⁾	4,080	4,007
3) Unduplicated Pupil Count from Unduplicated Pupil Percentage Exhibit ⁽³⁾	3,514	3,387
Unduplicated Pupil Percentage Adjustment		
4) Unduplicated Pupil Count	3,514	3,387
5) Number of Unduplicated Pupil Count Adjustment (plus or minus) ⁽⁴⁾	(63)	(63)
6) Adjusted Unduplicated Pupil Count	3,451	3,324
7) Unduplicated Pupil Percentage calculated at P-2	0.8613	0.8453
8) Adjusted Unduplicated Pupil Percentage	0.8458	0.8295
9) Funded UPP (Greater of Section 1 or 2)	0.8458	
Target Supplemental Audit Adjustment		
10) Target supplemental grant funding calculated at P-2	2,862,776	-
11) Adjusted target supplemental grant funding	2,811,257	-
12) Target supplemental audit adjustment	(51,519)	-
Target Concentration Audit Adjustment		
13) Target Concentration grant funding calculated at P-2	2,586,736	2,453,784
14) Adjusted target concentration grant funding	2,457,939	2,322,495
15) Target concentration audit adjustment	(128,797)	(131,289)
Value of Adjustment in Current Year		
16) Total target supplemental and concentration audit adjustment	(180,315)	(131,289)
17) Statewide gap funding rate	0.3016000000	0.3016000000
18) Estimated value of unduplicated pupil count audit adjustment for 2014-15	(54,383)	(39,597)

Recommendation: We recommend that the District ensure that all students listed as FRPM, EL, or both FRPM and EL in the CALPADS 1.18 FRPM/English Learner/Foster Youth – Student List Report have proper documentation to support their CALPADS designation.

District Response: New procedures were implemented effective August 1, 2015 which require a second review of all FRMP applications was implemented to ensure accuracy in claims and unduplicated count reporting. English Learner status will be reviewed by the office of the Director of Instructional Services to ensure proper classification of ELs.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2014-01: CAPITAL ASSETS (30000) (60000) (Material Weakness)

Criteria: The District should maintain a complete capital asset listing. These assets should be depreciated in conformity with generally accepted accounting principles, tracked, accounted for, and properly valued. Good internal controls and prudent accounting practices require the establishment and adherence to sound policies and procedures for capital assets.

Condition: The District has not been maintaining their capital asset listing. Auditor was unable to receive adequate documentation to support the capital asset listing presented in the financial statements rendering capital assets unauditible.

Cause: Lack of policies and procedures over capital assets.

Perspective/Context: All District capital assets.

Effect: Balance of capital asset listing may be materially misstated without an accurate listing and support for the amount the District presents as capital assets. The auditor's opinion was qualified because it can't be determined whether the capital assets and related accumulated depreciation are fairly stated.

Recommendations: The District should obtain a complete valuation for its capital assets and confirm that a valuation is complete, accurate, and adequately supports the amount they state in their financial statements. The District should also establish and implement written policies and procedures surrounding recording and tracking of capital assets and calculation of depreciation expense.

District Response: The District is contracting out for the complete valuation of its capital assets and will confirm that it has a valuation that is complete, accurate, and adequately supports the amount we state in our financial statements. Written policies and procedures will be reviewed, changed as necessary and fully implemented.

Current Status: Not implemented, See Finding #2015-01.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2014-02: STUDENT BODY FUNDS (30000) (60000)

Criteria: Maintaining sound internal control procedures over cash disbursements and cash receipts reduces the opportunity for irregularities to go undetected. The Fiscal Crisis Management Assistance Team (FCMAT) Associated Student Body Accounting Manual & Desk Reference outlines proper internal control procedures for associated student body accounts to follow.

Condition: The following discrepancies were noted through testing of ASB cash receipts at King City High School ASB:

- One out of ten cash receipts tested was missing supporting documentation.
- Five out of ten cash receipts tested was missing adequate supporting documentation to reconcile the amount collected to the amount deposited.

Cause: Insufficient controls over student body activities.

Perspective/Context: Cash receipts tested at King City High School ASB.

Effect: The potential for irregularities in accounting to go undetected.

Recommendations: We recommend that the District and those charged with overseeing the ASB work to address these internal control weaknesses. For all sales activities, supporting documentation should be prepared and retained to reconcile the amount of sales or collections to the amount deposited.

District Response: The District has improved internal controls and training of staff overseeing ASB funds this fall. We have also established a manual and checklists to be completed for all ASB fund procedures.

Current Status: Partially implemented, See Finding #2015-02.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2014-03: CASH IN COUNTY TREASURY RECONCILIATIONS (30000)

Criteria: Good internal controls and prudent business practices require that cash reconciliations be performed and reviewed by the District on a regular basis to ensure that they understand and agree with all the reconciling items and adjustments.

Condition: The District is not reviewing or preparing a reconciliation for the cash in the county treasury.

Cause: District does not receive reconciliations from the County Office of Education.

Perspective/Context: District's cash in county treasury.

Effect: Reconciliations of the cash in county will prevent against misstatement of the stated ending balance each month.

Recommendation: The District should obtain, review and maintain reconciliations for the cash in county treasury.

District Response: The County Office of Education is implementing and testing new systems to be able to supply this information.

Current Status: Not implemented, See Finding #2015-03.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2014-04: JOURNAL ENTRIES (30000)

Criteria: Internal controls over journal entries are important to ensure that the District's financial statements are free of material misstatement.

Condition: During our internal control testing over journal entries, we found that there is not a policy in place for review of journal entries. Journal entries are made by one employee and there is no review process to ensure that the journal entries are accurate and reasonable.

Cause: Lack of policies and procedures and segregation of duties surrounding journal entries.

Perspective/Context: Testing of journal entries made by the District.

Effect: Risk of material misstatement.

Recommendation: Sound internal controls over journal entries should be put into place to review all journal entries made into the general ledger.

District Response: The District is implementing internal controls to have a reviewer of journal entries.

Current Status: Not implemented, See Finding #2015-04.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2014-05: YEAR-END ADJUSTMENTS (30000) (Material Weakness)

Criteria: Internal controls over year-end adjustments are important to ensure that the District's financial statements are free of material misstatement.

Condition: During our testing of the District's unaudited actuals, we had to make several adjustments in order to properly state revenue, accounts payable, accounts receivable, and unearned revenue. The District was not properly accounting for apportionment deferrals or categorical programs.

Cause: Lack of oversight over District accounting.

Perspective/Context: Testing of year-end balances and activity for the year under audit.

Effect: Risk of material misstatement.

Recommendation: Sound internal controls and oversight should be put into place to review all activity recorded in the District's accounting records.

District Response: The District is implementing internal controls and additional training for Business Office staff in recording of transactions to include year end closing activities.

Current Status: Partially implemented, See Finding #2015-05.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2014-06: BANK ACCOUNTS AND RECONCILIATIONS (30000)

Criteria: Internal controls over bank accounts and reconciliations are important to ensure that the District's financial statements are free of material misstatement.

Condition: During our testing of the District's bank accounts and reconciliations, we noted the following:

Cash Clearing Account

Checks should be drawn against the account periodically (at least once each month per Education Code 41001) to clear all deposits made to the account, and to deposit the funds into the County Treasury. Clearing account was not cleared in September 2014 or August 2014. All checks should be written to the County Treasurer rather than South Monterey County Joint Union High School District.

New/Closing Bank Accounts

Depository accounts opened and closed during the period should trace to authorization in the board minutes. Auditor was unable to find authorization in the board minutes for the new Clearing Account.

Cafeteria Bank Account

Auditor noted an immaterial variance from the District's general ledger to the bank reconciliation.

Cash with Fiscal Agent

Auditor noted an immaterial variance from the District's general ledger to the supporting documentation.

Revolving Cash Fund

Revolving Fund should reconcile to imprest balance. Additions to revolving fund should match subtractions from previous month.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2015

FINDING 2014-06: BANK ACCOUNTS AND RECONCILIATIONS (30000) (continued)

Cause: Lack of oversight over District bank accounts and reconciliations.

Perspective/Context: Testing of District's bank accounts and reconciliations for the year under audit.

Effect: Risk of material misstatement.

Recommendation: Sound internal controls and oversight should be put into place to review all activity related to the District's bank accounts and reconciliations.

District Response: The District is implementing internal controls and additional resources for Business Office staff to oversee timely and accurate accounting of District bank accounts.

Current Status: Partially implemented, see Finding #2015-06.

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

SUBJECT: Site Enrollment, Attendance and Referral Statistics

MEETING: January 20, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

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

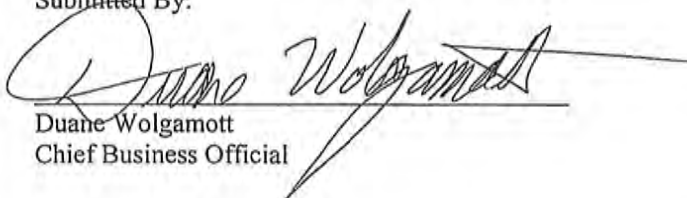
Recommendation:

This is an information item only.


Fiscal Impact:

None

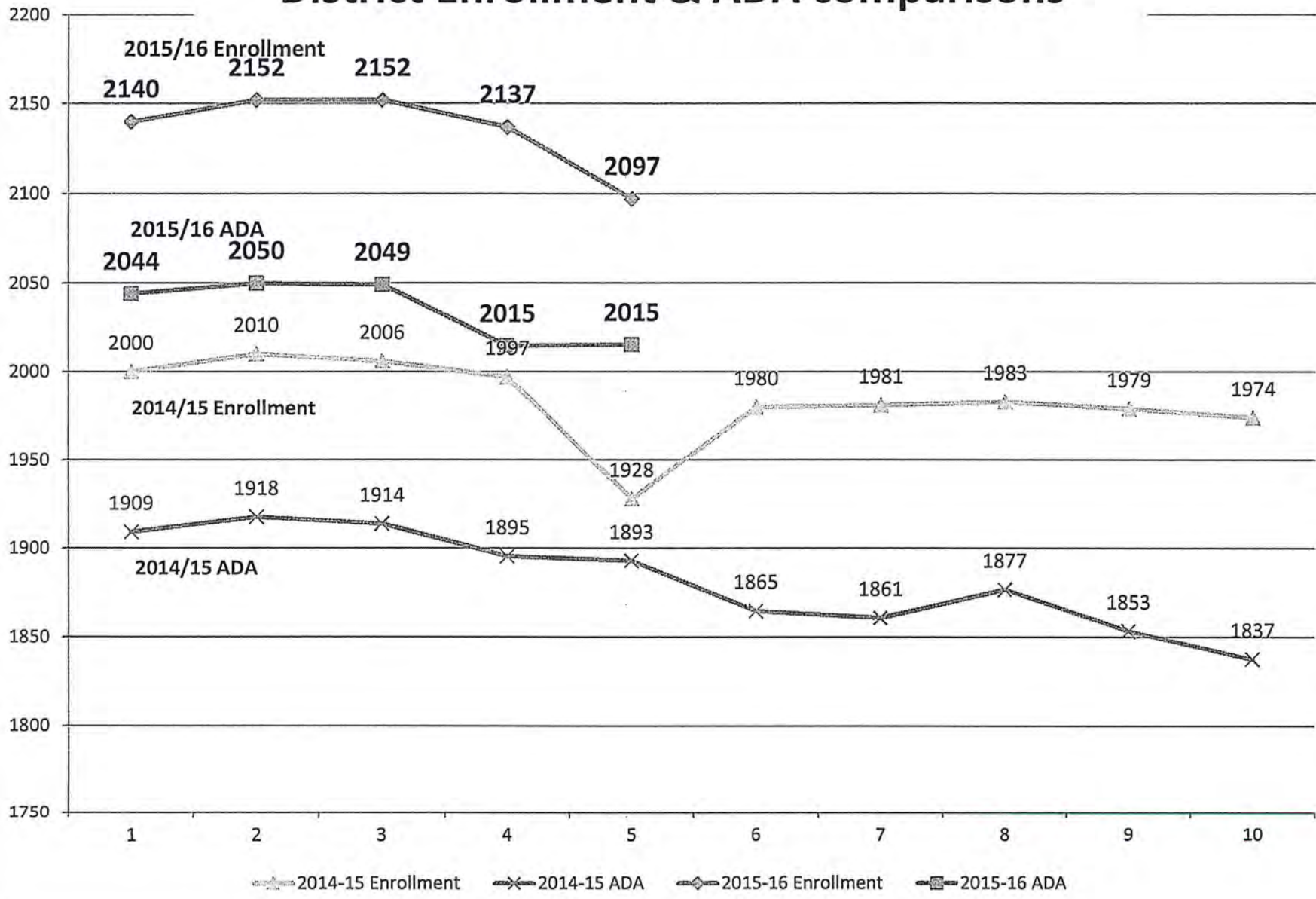
Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

District Enrollment & ADA comparisons



Totals											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
KCHS 2014-15											
Ending Enrollment	938.00	946.00	941.00	937.00	913.00	928.00	929.00	928.00	927.00	922.00	0.00
Total ADA	897.42	906.70	907.84	903.87	893.87	878.67	886.52	884.05	879.00	867.31	0.00
Percentage Attendance	95.67%	95.85%	96.48%	96.46%	97.90%	94.68%	95.43%	95.26%	94.82%	94.07%	
KCHS 2015-16											
Ending Enrollment	1017.00	1018.00	1012.00	999.00	982.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	982.25	980.84	974.63	948.38	954.20	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	96.58%	96.35%	96.31%	94.93%	97.17%						

Totals											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
GHS 2014-15											
Ending Enrollment	983.00	983.00	978.00	974.00	951.00	972.00	970.00	974.00	974.00	973.00	0.00
Total ADA	944.00	938.35	932.84	913.87	926.93	916.22	900.32	917.63	903.55	900.42	0.00
Percentage Attendance	96.03%	95.46%	95.38%	93.83%	97.47%	94.26%	92.82%	94.21%	92.77%	92.54%	
GHS 2015-16											
Ending Enrollment	1050.00	1047.00	1047.00	1050.00	1035.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	1011.30	1000.05	997.05	990.38	991.46	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	96.31%	95.52%	95.23%	94.32%	95.79%						

Totals											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
PBHS 2014-15											
Ending Enrollment	79.00	81.00	87.00	86.00	64.00	80.00	82.00	81.00	78.00	79.00	1.00
Total ADA	67.81	72.59	73.13	77.66	72.04	69.67	73.79	74.93	70.76	69.72	0.58
Percentage Attendance	85.84%	89.62%	84.06%	90.30%	112.56%	87.09%	89.99%	92.51%	90.72%	88.25%	58.00%
PBHS 2015-16											
Ending Enrollment	73.00	87.00	93.00	88.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ADA	50.45	69.06	77.56	75.83	69.59	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Attendance	69.11%	79.38%	83.40%	86.17%	86.99%						

District											
2013-14	1940	1954	1951	1933	1858	1900	1896	1896	1884	1877	1854
ADA	1843	1860	1845	1830	1815	1789	1792	1802	1782	1776	1761
2014-15	2000	2010	2006	1997	1928	1980	1981	1983	1979	1974	1
ADA	1909	1918	1914	1895	1893	1865	1861	1877	1853	1837	1
2015-16	2140	2152	2152	2137	2097						
ADA	2044	2050	2049	2015	2015						
Enroll Diff 14-15 to 15-16	140.00	142.00	146.00	140.00	169.00						
ADA Diff	134.77	132.31	135.43	119.19	122.41						

Greenfield High School

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2015-2016

Discipline Distribution Report from 12/1/2015 to 12/31/2015

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)					
		9	10	11	12	F	M	Y	100	200	300	400	600	700
04 *Assault (E) 48900 (a)(2)	1	-	1	-	-	-	1	1	-	-	-	-	-	-
36 Behavior, Defiance (E) 489	4	2	-	1	1	1	3	4	-	-	-	-	-	-
38 Behavior, Disruptive (E) 48	4	4	-	-	-	-	4	4	-	-	-	-	-	-
47 Disruption of School Activiti	4	-	2	1	1	-	4	4	-	-	-	-	-	-
48 Dress, Code Violation	1	-	-	1	-	-	1	1	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	7	3	3	1	-	2	5	6	-	-	-	-	1	-
60 Hate Statement (E) 48900.	1	-	1	-	-	-	1	1	-	-	-	-	-	-
65 Language, Profanity (E) 48	3	1	1	1	-	-	3	3	-	-	-	-	-	-
Totals:	25	10	8	5	2	3	22	24	-	-	-	-	1	-

Greenfield High School

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MONTHLY ATTENDANCE SUMMARY TOTALS

Page 1

Month 1-5 (08/10/2015 - 12/25/2015)

Regular Program

	A	B	C	D	E	F	G	H	I	J	K	L
Month Grade Level	Tchg Days	Enroll-ment Carried Fwd	Gains	Total Enroll-ment (B+C)	Losses	Ending Enroll-ment (D-E)	Days Not Enroll	Days Non-Apport Attend	Total Apport Attend (A*D) - G-H	Total A.D.A. (I/A)	Max Days Possible (A*D) - G	Percent Attend (I/K)
1 9-12	20	0	1052	1052	33	1019	531	753	19756	987.80	20509	96.33%
Month 1 Total	20	0	1052	1052	33	1019	531	753	19756	987.80	20509	96.33%
2 9-12	19	1019	7	1026	13	1013	179	840	18475	972.37	19315	95.65%
Month 2 Total	19	1019	7	1026	13	1013	179	840	18475	972.37	19315	95.65%
3 9-12	19	1013	9	1022	10	1012	179	878	18361	966.37	19239	95.44%
Month 3 Total	19	1013	9	1022	10	1012	179	878	18361	966.37	19239	95.44%
4 9-12	16	1012	8	1020	5	1015	99	876	15345	959.06	16221	94.60%
Month 4 Total	16	1012	8	1020	5	1015	99	876	15345	959.06	16221	94.60%
5 9-12	15	1015	3	1018	16	1002	109	704	14457	963.80	15161	95.36%
Month 5 Total	15	1015	3	1018	16	1002	109	704	14457	963.80	15161	95.36%
Month Cumulative	89		1079		77		1097	4051	86394	970.72	90445	95.52%
	89		1079		77		1097	4051	86394	970.72	90445	95.52%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

Greenfield High School

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MONTHLY ATTENDANCE SUMMARY TOTALS

Page 2

Month 1-5 (08/10/2015 - 12/25/2015)

Program H Home-Hospital

Month	Grade Level	A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Total Apport Attend (A*D) - G-H	J Total A.D.A. (I/A)	K Max Days Possible (A*D) - G	L Percent Attend (I/K)
1	9-12	20	0	3	3	0	3	25	1	34	1.70	35	97.14%
Month 1 Total		20	0	3	3	0	3	25	1	34	1.70	35	97.14%
2	9-12	19	3	1	4	0	4	0	8	68	3.58	76	89.47%
Month 2 Total		19	3	1	4	0	4	0	8	68	3.58	76	89.47%
3	9-12	19	4	0	4	0	4	0	8	68	3.58	76	89.47%
Month 3 Total		19	4	0	4	0	4	0	8	68	3.58	76	89.47%
4	9-12	16	4	0	4	0	4	0	14	50	3.13	64	78.13%
Month 4 Total		16	4	0	4	0	4	0	14	50	3.13	64	78.13%
5	9-12	15	4	0	4	0	4	0	16	44	2.93	60	73.33%
Month 5 Total		15	4	0	4	0	4	0	16	44	2.93	60	73.33%
Month Cumulative		89		4		0		25	47	264	2.97	311	84.89%
		89		4		0		25	47	264	2.97	311	84.89%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

Greenfield High School

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MONTHLY ATTENDANCE SUMMARY TOTALS

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Month 1-5 (08/10/2015 - 12/25/2015)

Program I Independent Study

		A	B	C	D	E	F	G	H	I	J	K	L
		Tchg Days	Enroll-ment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Total Apport Attend (A*D) - G-H	Total A.D.A. (I/A)	Max Days Possible (A*D) - G	Percent Attend (I/K)
Month	Grade Level												
1	9-12	20	0	10	10	0	10	59	38	103	5.15	141	73.05%
Month 1 Total		20	0	10	10	0	10	59	38	103	5.15	141	73.05%
2	9-12	19	10	3	13	1	12	47	47	153	8.05	200	76.50%
Month 2 Total		19	10	3	13	1	12	47	47	153	8.05	200	76.50%
3	9-12	19	12	1	13	0	13	11	30	206	10.84	236	87.29%
Month 3 Total		19	12	1	13	0	13	11	30	206	10.84	236	87.29%
4	9-12	16	13	0	13	0	13	0	17	191	11.94	208	91.83%
Month 4 Total		16	13	0	13	0	13	0	17	191	11.94	208	91.83%
5	9-12	15	13	0	13	2	11	0	55	140	9.33	195	71.79%
Month 5 Total		15	13	0	13	2	11	0	55	140	9.33	195	71.79%
Month Cumulative		89		14		3		117	187	793	8.91	980	80.92%
		89		14		3		117	187	793	8.91	980	80.92%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

Greenfield High School

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MONTHLY ATTENDANCE SUMMARY TOTALS

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Month 1-5 (08/10/2015 - 12/25/2015)

Program T SDC Transitional Program

		A	B	C	D	E	F	G	H	I	J	K	L
Month	Grade Level	Tchg Days	Enrollment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Total Apport Attend (A*D) - G-H	Total A.D.A. (I/A)	Max Days Possible (A*D) - G	Percent Attend (I/K)
1	9-12	20	0	19	19	1	18	7	40	333	16.65	373	89.28%
Month 1 Total		20	0	19	19	1	18	7	40	333	16.65	373	89.28%
2	9-12	19	18	1	19	1	18	26	30	305	16.05	335	91.04%
Month 2 Total		19	18	1	19	1	18	26	30	305	16.05	335	91.04%
3	9-12	19	18	0	18	0	18	0	33	309	16.26	342	90.35%
Month 3 Total		19	18	0	18	0	18	0	33	309	16.26	342	90.35%
4	9-12	16	18	0	18	0	18	0	28	260	16.25	288	90.28%
Month 4 Total		16	18	0	18	0	18	0	28	260	16.25	288	90.28%
5	9-12	15	18	0	18	0	18	0	39	231	15.40	270	85.56%
Month 5 Total		15	18	0	18	0	18	0	39	231	15.40	270	85.56%
Month Cumulative		89		20		2		33	170	1438	16.16	1608	89.43%
		89		20		2		33	170	1438	16.16	1608	89.43%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

King City High School

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Discipline Distribution Report from 12/1/2015 to 12/31/2015

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)					
		9	10	11	12	F	M	Y	100	200	300	400	600	700
02 *Alcohol, Use of (E) 48900	1	-	1	-	-	-	1	1	-	-	-	-	-	-
04 *Assault (E) 48900 (a)(2)	1	1	-	-	-	1	-	1	-	-	-	-	-	-
08 *Drugs, Possession of (E)	2	1	1	-	-	-	2	2	-	-	-	-	-	-
36 Behavior, Defiance (E) 489	2	2	-	-	-	1	1	1	-	-	-	-	-	1
37 Behavior, Disobedience (E)	1	-	1	-	-	-	1	1	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	1	-	-	-	1	1	-	1	-	-	-	-	-	-
74 Profanity (E) 48900 (i)	1	1	-	-	-	1	-	1	-	-	-	-	-	-
Totals:	9	5	3	-	1	4	5	8	-	-	-	-	-	1

King City High School

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MONTHLY ATTENDANCE SUMMARY TOTALS

Page 1

Month 1-5 (08/10/2015 - 12/25/2015)

Regular Program

Month Grade Level		A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Total Apport Attend (A*D) - G-H	J Total A.D.A. (I/A)	K Max Days Possible (A*D) - G	L Percent Attend (I/K)
1	9-12	20	0	980	980	22	958	400	530	18670	933.50	19200	97.24%
Month 1 Total		20	0	980	980	22	958	400	530	18670	933.50	19200	97.24%
2	9-12	19	958	6	964	10	954	142	575	17599	926.26	18174	96.84%
Month 2 Total		19	958	6	964	10	954	142	575	17599	926.26	18174	96.84%
3	9-12	19	954	1	955	6	949	51	608	17486	920.32	18094	96.64%
Month 3 Total		19	954	1	955	6	949	51	608	17486	920.32	18094	96.64%
4	9-12	16	949	1	950	16	934	117	804	14279	892.44	15083	94.67%
Month 4 Total		16	949	1	950	16	934	117	804	14279	892.44	15083	94.67%
5	9-12	15	934	1	935	17	918	71	443	13511	900.73	13954	96.83%
Month 5 Total		15	934	1	935	17	918	71	443	13511	900.73	13954	96.83%
Month Cumulative		89		989		71		781	2960	81545	916.24	84505	96.50%
		89		989		71		781	2960	81545	916.24	84505	96.50%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

King City High School

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MONTHLY ATTENDANCE SUMMARY TOTALS

Page 2

Month 1-5 (08/10/2015 - 12/25/2015)

Program C Concurrent

Month	Grade Level	A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Total Apport Attend (A*D) - G-H	J Total A.D.A. (I/A)	K Max Days Possible (A*D) - G	L Percent Attend (I/K)
1	9-12	20	0	1	1	0	1	10	0	10	0.50	10	100.00%
Month 1 Total		20	0	1	1	0	1	10	0	10	0.50	10	100.00%
2	9-12	19	1	0	1	0	1	0	1	18	0.95	19	94.74%
Month 2 Total		19	1	0	1	0	1	0	1	18	0.95	19	94.74%
3	9-12	19	1	0	1	0	1	0	0	19	1.00	19	100.00%
Month 3 Total		19	1	0	1	0	1	0	0	19	1.00	19	100.00%
4	9-12	16	1	0	1	0	1	0	1	15	0.94	16	93.75%
Month 4 Total		16	1	0	1	0	1	0	1	15	0.94	16	93.75%
5	9-12	15	1	0	1	0	1	0	0	15	1.00	15	100.00%
Month 5 Total		15	1	0	1	0	1	0	0	15	1.00	15	100.00%
Month Cumulative		89		1		0		10	2	77	0.87	79	97.47%
		89		1		0		10	2	77	0.87	79	97.47%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

King City High School

2015-2016

MONTHLY ATTENDANCE SUMMARY TOTALS

Month 1-5 (08/10/2015 - 12/25/2015)

Program H Home-Hospital

Month	Grade Level	A Tchg Days	B Enrollment Carried Fwd	C Gains	D Total Enrollment (B+C)	E Losses	F Ending Enrollment (D-E)	G Days Not Enroll	H Days Non-Apport Attend	I Total Apport Attend (A*D) - G-H	J Total A.D.A. (I/A)	K Max Days Possible (A*D) - G	L Percent Attend (I/K)
1	9-12	20	0	1	1	0	1	12	4	4	0.20	8	50.00%
Month 1 Total		20	0	1	1	0	1	12	4	4	0.20	8	50.00%
2	9-12	19	1	1	2	0	2	8	19	11	0.58	30	36.67%
Month 2 Total		19	1	1	2	0	2	8	19	11	0.58	30	36.67%
3	9-12	19	2	0	2	0	2	0	18	20	1.05	38	52.63%
Month 3 Total		19	2	0	2	0	2	0	18	20	1.05	38	52.63%
4	9-12	16	2	1	3	0	3	0	25	23	1.44	48	47.92%
Month 4 Total		16	2	1	3	0	3	0	25	23	1.44	48	47.92%
5	9-12	15	3	0	3	0	3	0	24	21	1.40	45	46.67%
Month 5 Total		15	3	0	3	0	3	0	24	21	1.40	45	46.67%
Month Cumulative		89		3		0		20	90	79	0.89	169	46.75%
		89		3		0		20	90	79	0.89	169	46.75%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

King City High School

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2015-2016

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 4

Month 1-5 (08/10/2015 - 12/25/2015)

Program I Independent Study

Month Grade Level		A Tchg Days	B Enroll- ment Carried Fwd	C Gains	D Total Enroll- ment (B+C)	E Losses	F Ending Enroll- ment (D-E)	G Days Not Enroll	H Days Non- Apport Attend	I Total Apport Attend (A*D) - G-H	J Total A.D.A. (I/A)	K Max Days Possible (A*D) - G	L Percent Attend (I/K)
1	9-12	20	0	11	11	0	11	93	44	83	4.15	127	65.35%
Month 1 Total		20	0	11	11	0	11	93	44	83	4.15	127	65.35%
2	9-12	19	11	6	17	1	16	48	83	192	10.11	275	69.82%
Month 2 Total		19	11	6	17	1	16	48	83	192	10.11	275	69.82%
3	9-12	19	16	1	17	2	15	25	107	191	10.05	298	64.09%
Month 3 Total		19	16	1	17	2	15	25	107	191	10.05	298	64.09%
4	9-12	16	15	1	16	0	16	1	72	183	11.44	255	71.76%
Month 4 Total		16	15	1	16	0	16	1	72	183	11.44	255	71.76%
5	9-12	15	16	0	16	0	16	0	106	134	8.93	240	55.83%
Month 5 Total		15	16	0	16	0	16	0	106	134	8.93	240	55.83%
Month Cumulative		89		19		3		167	412	783	8.80	1195	65.52%
		89		19		3		167	412	783	8.80	1195	65.52%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

King City High School

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2015-2016

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 5

Month 1-5 (08/10/2015 - 12/25/2015)

Program T SDC Transitional Program

		A	B	C	D	E	F	G	H	I	J	K	L
		Tchg Days	Enrollment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Total Apport Attend (A*D) - G-H	Total A.D.A. (I/A)	Max Days Possible (A*D) - G	Percent Attend (I/K)
Month	Grade Level												
1	9-12	20	0	44	44	0	44	0	48	832	41.60	880	94.55%
Month 1 Total		20	0	44	44	0	44	0	48	832	41.60	880	94.55%
2	9-12	19	44	0	44	1	43	15	33	788	41.47	821	95.98%
Month 2 Total		19	44	0	44	1	43	15	33	788	41.47	821	95.98%
3	9-12	19	43	0	43	0	43	0	51	766	40.32	817	93.76%
Month 3 Total		19	43	0	43	0	43	0	51	766	40.32	817	93.76%
4	9-12	16	43	0	43	0	43	0	43	645	40.31	688	93.75%
Month 4 Total		16	43	0	43	0	43	0	43	645	40.31	688	93.75%
5	9-12	15	43	0	43	1	42	0	32	613	40.87	645	95.04%
Month 5 Total		15	43	0	43	1	42	0	32	613	40.87	645	95.04%
Month Cumulative		89		44		2		15	207	3644	40.94	3851	94.62%
		89		44		2		15	207	3644	40.94	3851	94.62%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

King City High School

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2015-2016

MONTHLY ATTENDANCE SUMMARY TOTALS

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Month 1-5 (08/10/2015 - 12/25/2015)

Program X Fifth year senior

	A	B	C	D	E	F	G	H	I	J	K	L
Month Grade Level	Tchg Days	Enroll-ment Carried Fwd	Gains	Total Enroll-ment (B+C)	Losses	Ending Enroll-ment (D-E)	Days Not Enroll	Days Non-Apport Attend	Total Apport Attend (A*D) - G-H	Total A.D.A. (I/A)	Max Days Possible (A*D) - G	Percent Attend (I/K)
1 9-12	20	0	3	3	0	3	0	4	56	2.80	60	93.33%
Month 1 Total	20	0	3	3	0	3	0	4	56	2.80	60	93.33%
2 9-12	19	3	0	3	0	3	0	11	46	2.42	57	80.70%
Month 2 Total	19	3	0	3	0	3	0	11	46	2.42	57	80.70%
3 9-12	19	3	0	3	0	3	0	2	55	2.89	57	96.49%
Month 3 Total	19	3	0	3	0	3	0	2	55	2.89	57	96.49%
4 9-12	16	3	0	3	0	3	0	4	44	2.75	48	91.67%
Month 4 Total	16	3	0	3	0	3	0	4	44	2.75	48	91.67%
5 9-12	15	3	0	3	0	3	0	11	34	2.27	45	75.56%
Month 5 Total	15	3	0	3	0	3	0	11	34	2.27	45	75.56%
Month Cumulative	89		3		0		0	32	235	2.64	267	88.01%
	89		3		0		0	32	235	2.64	267	88.01%

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Note - Fields not relating to cumulative attendance are intentionally left blank.

Portola-Butler Contin. High School

1/4/2016

2015-2016

Discipline Distribution Report from 12/1/2015 to 12/31/2015

Page 1

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

Portola-Butler Contin. High School

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2015-2016

MONTHLY ATTENDANCE SUMMARY/CONTINUATION

Month 5 - From 11/30/2015 Through 12/25/2015

Regular Program												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enrollment Carried Forward	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
11 TOTAL	15	23	0	23	4	19	34	927.00	739.89	9.32	749.22	16.65
12 TOTAL	15	51	0	51	4	47	10	2265.00	1899.85	23.31	1923.16	42.74
PROGRAM TOTAL	15	74	0	74	8	66	44	3192.00	2639.75	32.63	2672.38	59.39

Program I Independent Study												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enrollment Carried Forward	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
10 TOTAL	15	1	1	2	0	2	7	69.00	44.40	6.60	51.00	1.13
11 TOTAL	15	2	2	4	0	4	4	168.00	45.00	6.00	51.00	1.13
12 TOTAL	15	2	0	2	2	0	3	81.00	57.60	0.00	57.60	1.28
PROGRAM TOTAL	15	5	3	8	2	6	14	318.00	147.00	12.60	159.60	3.55

Program X Fifth year senior												
	A	B	C	D	E	F	G	H	I	J	K	L
Grade Level	Days Taught	Enrollment Carried Forward	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enrolld	Maximum Hours	Apportnd Hours	Credited Hours	Total Apportnd Hours (I+J)	TOTAL ADA (K / 3 / A)
12 TOTAL	15	9	0	9	1	8	1	402.00	295.23	4.00	299.23	6.65
PROGRAM TOTAL	15	9	0	9	1	8	1	402.00	295.23	4.00	299.23	6.65

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

SUBJECT: Revenue and Expenditures Report for 2015-16

MEETING: January 20, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

Included is the 2015/16 Fiscal Year to date (December 31, 2015) Revenues and Expenditures Report for each fund.

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

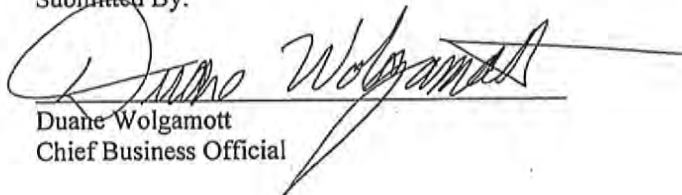
Recommendation:

This is an information item only.


Fiscal Impact:

Per the 2015-16 approved budget.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Fund 01 - General Fund		Fiscal Year 2016 through 12/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
LCFF Revenue Sources	(8010-8099)	20,584,804.00	11,138,395.71		9,446,408.29	46%
Federal Revenue	(8100-8299)	1,023,005.00	173,355.79		849,649.21	83%
Other State Revenue	(8300-8599)	4,022,440.00	2,535,312.69		1,487,127.31	37%
Other Local Revenue	(8600-8799)	1,479,545.00	444,270.39		1,035,274.61	70%
Total Revenues		27,109,794.00	14,291,334.58		12,818,459.42	47%
EXPENDITURES						
Certificated Salaries	(1000-1999)	8,784,126.00	3,846,382.83	4,223,220.82	714,522.35	8%
Classified Salaries	(2000-2999)	2,682,177.00	1,247,373.09	1,189,581.44	245,222.47	9%
Employee Benefits	(3000-3999)	3,784,318.00	1,655,311.66	1,814,486.04	314,520.30	8%
Books and Supplies	(4000-4999)	2,172,221.00	1,147,712.86	466,098.09	558,410.05	26%
Services & Operating Expenses	(5000-5999)	6,872,001.00	1,579,060.13	1,435,572.82	3,857,368.05	56%
Capital Outlay	(6000-6999)	108,051.00	.00	52,658.94	55,392.06	51%
Other Outgo	(7100-7299, 7400-7499)	1,596,527.00	89,671.14	.00	1,506,855.86	94%
Total Expenditures		25,999,421.00	9,565,511.71	9,181,618.15	7,252,291.14	28%
Operating Surplus/(Deficit)		1,110,373.00	4,725,822.87	(4,455,795.28)		
Beginning Fund Balance		5,941,082.00	5,941,074.20	5,941,074.20		
Net Ending Fund Balance		7,051,455.00	10,666,897.07	1,485,278.92		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	7,051,455.00	.00			
	Ending Fund Balance	7,051,455.00	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2016 through 12/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Federal Revenue	(8100-8299)	455,000.00	17,980.03		437,019.97	96%
Other State Revenue	(8300-8599)	36,500.00	957.54		35,542.46	97%
Other Local Revenue	(8600-8799)	164,971.00	29,677.67		135,293.33	82%
Total Revenues		656,471.00	48,615.24		607,855.76	93%
EXPENDITURES						
Classified Salaries	(2000-2999)	137,508.00	61,120.76	47,780.37	28,606.87	21%
Employee Benefits	(3000-3999)	108,299.00	28,984.85	26,905.62	52,408.53	48%
Books and Supplies	(4000-4999)	431,254.00	194,639.24	43,796.76	192,818.00	45%
Services & Operating Expenses	(5000-5999)	15,841.00	6,557.09	5,509.69	3,774.22	24%
Total Expenditures		692,902.00	291,301.94	123,992.44	277,607.62	40%
Operating Surplus/(Deficit)		(36,431.00)	(242,686.70)	(366,679.14)		
Beginning Fund Balance		150,936.00	150,935.39	150,935.39		
Net Ending Fund Balance		114,505.00	(91,751.31)	(215,743.75)		
	<i>*** calculated ***</i>					
Components of Ending Fund Balance						
	Undesignated/Unappropriated - 9790	114,505.00	.00			
	Ending Fund Balance	114,505.00	.00			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2016 through 12/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	526.00	10,684.60		(10,158.60)	(1931)%
Total Revenues		526.00	10,684.60		(10,158.60)	(1931)%
Operating Surplus/(Deficit)		526.00	10,684.60	10,684.60		
Beginning Fund Balance		2,997,390.00	2,997,389.10	2,997,389.10		
Net Ending Fund Balance		2,997,916.00	3,008,073.70	3,008,073.70		
	<i>*** calculated ***</i>					
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		2,997,916.00	.00			
Ending Fund Balance		2,997,916.00	.00			

Fund 25 - Capital Facilities Fund		Fiscal Year 2016 through 12/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	70,070.00	52,365.04		17,704.96	25%
Total Revenues		70,070.00	52,365.04		17,704.96	25%
EXPENDITURES						
Books and Supplies	(4000-4999)	.00	1,904.29	6,219.48	(8,123.77)	0%
Services & Operating Expenses	(5000-5999)	100,000.00	68,324.99	3,120.67	28,554.34	29%
Other Outgo	(7100-7299, 7400-7499)	108,253.00	105,223.78	.00	3,029.22	3%
Total Expenditures		208,253.00	175,453.06	9,340.15	23,459.79	11%
Operating Surplus/(Deficit)		(138,183.00)	(123,088.02)	(132,428.17)		
Beginning Fund Balance		293,696.00	293,695.01	293,695.01		
Net Ending Fund Balance		155,513.00	170,606.99	161,266.84		
<i>*** calculated ***</i>						
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		155,513.00	.00			
Ending Fund Balance		155,513.00	.00			

Fund 35 - School Facility Program (Regul		Fiscal Year 2016 through 12/31/2015				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	.00	(8.85)		8.85	0%
Total Revenues		.00	(8.85)		8.85	0%
Operating Surplus/(Deficit)		.00	(8.85)	(8.85)		
Net Surplus/(Deficit)		.00	(8.85)	(8.85)		
Net Ending Fund Balance		.00	(8.85)	(8.85)		
	<i>*** calculated ***</i>					

Fund 56 - Debt Service Fund		Fiscal Year 2016 through 12/31/2015			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,728.00	1,248,727.02	1,248,727.02		
Net Ending Fund Balance	1,248,728.00	1,248,727.02	1,248,727.02		
<i>*** calculated ***</i>					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	1,248,728.00	.00			
Ending Fund Balance	1,248,728.00	.00			

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

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

MEETING: January 20, 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:

Cashflow Summary Report - 2015/16 Fiscal Year (as of December 31, 2015)

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

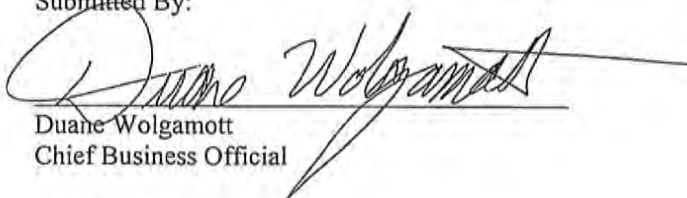
Recommendation:

This is an information item only.


Fiscal Impact:

None

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Fund 01 - Actuals through December		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH		9110	5,705,174.18	5,737,542.47	5,748,226.65	6,532,560.31	8,647,808.15	7,267,990.46
B. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019		1,810,324.00	1,810,324.00	2,537,808.00	1,810,324.00		
Property Taxes	8020-8079				21,909.55	195,217.77	37,729.56	2,914,758.83
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299					65,158.79		108,197.00
Other State Revenues	8300-8599					1,973,244.69	131,681.00	430,387.00
Other Local Revenues	8600-8799		324.39	48,779.68	156,424.69	151,664.70	77,231.22	10,494.49
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	1,809,999.61	1,859,103.68	2,716,142.24	4,195,609.95	246,641.78	3,463,837.32
C. DISBURSEMENTS								
Certificated Salaries	1000-1999		111,989.97	711,872.60	761,000.57	744,932.84	745,477.19	771,109.66
Classified Salaries	2000-2999		140,844.81	195,835.05	208,896.74	216,105.67	218,643.14	267,047.68
Employee Benefits	3000-3999		109,182.21	306,839.45	306,586.65	304,773.39	307,468.04	320,461.92
Books and Supplies	4000-4999		201,887.88	272,570.16	180,711.92	213,673.28	196,222.78	82,646.84
Services	5000-5999		90,289.84	146,970.84	325,202.39	341,011.83	263,639.90	411,945.33
Capital Outlay	6000-6599							
Other Outgo	7000-7499		13,134.76	13,134.76	21,434.58	21,787.39	19,129.53	1,050.12
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	667,329.47	1,647,222.86	1,803,832.85	1,842,284.40	1,750,580.58	1,854,261.55
D. BALANCE SHEET ITEMS								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	1,004,965.44	244,849.07	244,849.07	244,849.07	251,626.31		
Accounts Receivable	9200-9299	975,344.48	120,602.28	56,055.00	137,234.65	111,691.93		222,446.00
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
SUBTOTAL ASSETS		1,980,309.92	124,246.79	188,794.07	107,614.42	139,934.38	.00	222,446.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 6, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through December		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	1,673,150.14	986,055.06-	12,599.11-	20,212.77-	26,883.47-	124,121.11	30,136.06	
Due To Other Funds	9610	4,927.57				4,927.57-			
Current Loans	9640								
Unearned Revenues	9650	66,332.19				66,332.19-			
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		1,744,409.90	986,055.06-	12,402.57-	20,361.31-	98,143.33-	124,121.11	30,136.06	
Nonoperating									
Suspense Clearing	9910			196.54	148.54-	.10-			
TOTAL BALANCE SHEET ITEMS		235,900.02-	1,110,301.85-	201,196.64-	127,975.73-	238,077.71-	124,121.11	252,582.06	
E. NET INCREASE/DECREASE									
B - C + D			32,368.29	10,684.18	784,333.66	2,115,247.84	1,379,817.69-	1,862,157.83	
F. ENDING CASH (A + E)									
			5,737,542.47	5,748,226.65	6,532,560.31	8,647,808.15	7,267,990.46	9,130,148.29	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 09 - Actuals through December		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH		9110	.00	.00	.00	.00	.00	.00	
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment		8010-8019							
Property Taxes		8020-8079							
Miscellaneous Funds		8080-8099							
Federal Revenues		8100-8299							
Other State Revenues		8300-8599							
Other Local Revenues		8600-8799							
Interfund Transfers In		8910-8929							
All Other Financing Sources		8930-8979							
Undefined Objects									
TOTAL RECEIPTS			.00	.00	.00	.00	.00	.00	
C. DISBURSEMENTS									
Certificated Salaries		1000-1999							
Classified Salaries		2000-2999							
Employee Benefits		3000-3999							
Fuels and Supplies		4000-4999							
Services		5000-5999							
Capital Outlay		6000-6599							
Other Outgo		7000-7499							
Interfund Transfers Out		7600-7629							
All Other Financing Uses		7630-7699							
Undefined Objects									
TOTAL DISBURSEMENTS			.00	.00	.00	.00	.00	.00	
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury		9111-9199							
Accounts Receivable		9200-9299							
Due From Other Funds		9310							
Stores		9320							
Prepaid Expenditures		9330							
Other Current Assets		9340							
Deferred Outflows of Resrcs		9490							
Undefined Objects									
SUBTOTAL ASSETS			.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 6, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

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

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Fund 13 - Actuals through December		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		152,156.25	139,254.05	105,828.88	71,872.94	19,058.60	31,377.56-
B. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299			11,664.28	6,315.75			
Other State Revenues	8300-8599			502.20	455.34			
Other Local Revenues	8600-8799			404.19	29,000.00	64.80		208.68
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	.00	12,570.67	35,771.09	64.80	.00	208.68
C. DISBURSEMENTS								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999		4,991.28	8,856.94	14,499.97	11,323.17	11,482.69	9,966.71
Employee Benefits	3000-3999		1,086.86	5,302.60	6,121.77	5,461.67	5,589.64	5,422.31
Materials and Supplies	4000-4999		2,509.64	31,171.61	46,461.83	35,288.74	32,983.97	46,223.45
Services	5000-5999		1,562.33	664.69	2,708.26	740.76	379.86	501.19
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	10,150.11	45,995.84	69,791.83	52,814.34	50,436.16	62,113.66
D. BALANCE SHEET ITEMS								
Assets and Deferred Outflows								
Cash Not In Treasury	9111-9199	51.49-						
Accounts Receivable	9200-9299	1,479.74-			64.80	64.80-		
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
SUBTOTAL ASSETS		1,531.23-	.00	.00	64.80	64.80-	.00	.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 6, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE [ONLINE](#)

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

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Fund 17 - Actuals through December

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	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. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299							
Other State Revenues	8300-8599							
Other Local Revenues	8600-8799					5,298.01		5,386.59
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	.00	.00	.00	5,298.01	.00	5,386.59
C. DISBURSEMENTS								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999							
Employee Benefits	3000-3999							
Books and Supplies	4000-4999							
Services	5000-5999							
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	.00
D. BALANCE SHEET ITEMS								
Assets and Deferred Outflows								
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								
SUBTOTAL ASSETS		.00	.00	.00	5,298.01	5,298.01-	.00	.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 6, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 17 - Actuals through December		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
<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	5,298.01	5,298.01-	.00	.00
E. NET INCREASE/DECREASE								
B - C + D			.00	.00	5,298.01	.00	.00	5,386.59
F. ENDING CASH (A + E)								
			2,997,389.10	2,997,389.10	3,002,687.11	3,002,687.11	3,002,687.11	3,008,073.70
G. Ending Cash, Plus Cash Accruals and Adjustments								

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Fund 25 - Actuals through December		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		385,256.29	381,931.29	261,033.04	279,711.93	278,351.93	278,084.15
B. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299							
Other State Revenues	8300-8599							
Other Local Revenues	8600-8799			32,842.32	18,318.86	627.81		576.05
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	.00	32,842.32	18,318.86	627.81	.00	576.05
C. DISBURSEMENTS								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999							
Employee Benefits	3000-3999							
Supplies and Services	4000-4999			1,904.29				
Supplies	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								
TOTAL DISBURSEMENTS		.00	.00	65,504.29	267.78	1,360.00	267.78	108,053.21
D. BALANCE SHEET ITEMS								
<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								
SUBTOTAL ASSETS		.00	.00	.00	627.81	627.81-	.00	.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 6, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 25 - Actuals through December		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities and Deferred Inflows									
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									
SUBTOTAL LIABILITIES		91,561.28	3,325.00-	88,236.28-	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		91,561.28	3,325.00-	88,236.28-	627.81	627.81-	.00	.00	
E. NET INCREASE/DECREASE									
B - C + D			3,325.00-	120,898.25-	18,678.89	1,360.00-	267.78-	107,477.16-	
F. ENDING CASH (A + E)									
			381,931.29	261,033.04	279,711.93	278,351.93	278,084.15	170,606.99	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 35 - Actuals through December

Fiscal Year 2015/16

	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		4,927.57-	4,927.57-	4,927.57-	4,936.40-	8.83-	.00
B. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299							
Other State Revenues	8300-8599							
Other Local Revenues	8600-8799							8.85-
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	8.85-
C. DISBURSEMENTS								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999							
Employee Benefits	3000-3999							
Books and Supplies	4000-4999							
Services	5000-5999							
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	.00
D. BALANCE SHEET ITEMS								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199							
Accounts Receivable	9200-9299							
Due From Other Funds	9310	4,927.57-				4,927.57		
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
SUBTOTAL ASSETS		4,927.57-	.00	.00	.00	4,927.57	.00	.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 6, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 35 - Actuals through December		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities and Deferred Inflows									
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									
SUBTOTAL LIABILITIES		.00	.00	.00	8.83-	.00	8.83	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		4,927.57-	.00	.00	8.83-	4,927.57	8.83	.00	
E. NET INCREASE/DECREASE									
B - C + D			.00	.00	8.83-	4,927.57	8.83	8.85-	
F. ENDING CASH (A + E)			4,927.57-	4,927.57-	4,936.40-	8.83-	.00	8.85-	
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through December		Fiscal Year 2015/16						
	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		.00	.00	.00	.00	.00	.00
B. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299							
Other State Revenues	8300-8599							
Other Local Revenues	8600-8799							
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	.00
C. DISBURSEMENTS								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999							
Employee Benefits	3000-3999							
Supplies	4000-4999							
Services	5000-5999							
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	.00
D. BALANCE SHEET ITEMS								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	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								
SUBTOTAL ASSETS		1,248,727.02-	.00	.00	.00	.00	.00	.00
(continued)								

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 6, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 56 - Actuals through December		Fiscal Year 2015/16							
	Object	Beginning Balance	July	August	September	October	November	December	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		1,248,727.02	.00	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE									
B - C + D			.00	.00	.00	.00	.00	.00	
F. ENDING CASH (A + E)									
G. Ending Cash, Plus Cash Accruals and Adjustments			.00	.00	.00	.00	.00	.00	

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

SUBJECT: P-1 ADA Report

MEETING: January 20, 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:

Our P-1 Average Daily Attendance (ADA) report number is 2,045.67 (this does not count the students serviced by MCOE that they report on our behalf).

The P-1 ADA report number for 2014-15 was 1,898.20. This is a growth of 147.47 ADA from last year's reported P-1 ADA.

The P-1 report is used by the State of California for funding estimates to Districts. Final apportionments to Districts are based on P-2 ADA reports done in May.

P-2 ADA is historically slightly lower than the P-1 report, with last year being an exception. See the attached Attendance Reporting Historical Data and Projection sheet for comparisons of prior year P-1, P-2 and Annual ADA.

Recommendation:

Information item only


Fiscal Impact:

Growth in ADA and funding.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

SMCJUHSD
Attendance Reporting Historical Data
and Projection for current year P-2
@ P-1 reporting period

2015-16

P-1	P-2	Annual		
2,045.67	2,004.76			<i>Estimate (98% of P-1)</i>
	1,965.00			<i>Budgeted P-2 ADA 15-16</i>

2014-15

P-1	P-2	Annual		
1,898.20	1,900.54	1,888.50	100.12%	P-2 from P-1

2013-14

P-1	P-2	Annual		
1,851.59	1,829.28	1,817.69	98.80%	P-2 from P-1

2012-13

P-1	P-2	Annual		
1,869.28	1,831.01	1,838.81	97.95%	P-2 from P-1

Certification

County: Monterey

Fiscal Year: FY 2015-16

District: South Monterey County Joint
Union High

P-1

CDS CODE 27 66068

1CC6EFEB

Attendance School District

I hereby certify that, to the best of my knowledge, all data have been compiled and reported in accordance with all applicable laws, regulations and instructions.

School District Superintendent: Daniel P. Moirad Date: Jan 4, 2016

County Superintendent of Schools: _____ Date: _____

Any inquiries concerning this report should be directed to:

CONTACT NAME Duane Wolgamott
PHONE (831) 385-0606 * 4338
FAX (831) 385-0695
E-Mail dwolgamo@smcjuhsd.org

Attendance School District

County: Monterey

Fiscal Year: 2015-16

District: South Monterey County Joint Union High

P-1

CDS CODE 27 66068

Certificate Number: 1CC6EFE8

Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	0.00	0.00	0.00	2,045.67	2,045.67
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	A-2	0.00	0.00	0.00	0.00	0.00
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a) (7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a) (7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-4	0.00	0.00	0.00	0.00	0.00
Community Day School [EC 48660] (Divisor 70/135/180)	A-5	0.00	0.00	0.00	0.00	0.00
ADA Totals (Sum of A-1 through A-5)	A-6	0.00	0.00	0.00	2,045.67	2,045.67
Other						
Full-Time Traditional Independent Study ADA, pursuant to EC 51747, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-1	0.00	0.00	0.00	21.05	21.05
Full-Time Traditional Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-2	0.00	0.00	0.00	0.00	0.00

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Attendance School District

County: Monterey

Fiscal Year: 2015-16

District: South Monterey County Joint Union High

P-1

CDS CODE 27 66068

Certificate Number: 1CC6EFE8

Course Based Independent Study ADA, pursuant to EC 51749.5, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-3	0.00	0.00	0.00	0.00	0.00
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Course Based Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-4	0.00	0.00	0.00	0.00	0.00
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----	------	------	------	------	------

ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)	B-5	0.00				0.00
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ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-6				68.00	68.00
-------------------------------------------------------------------------------------------------	-----	--	--	--	-------	-------

ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-7					0.00
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Attendance School District

County: Monterey

Fiscal Year: 2015-16

District: South Monterey County Joint Union High

P-1

CDS CODE 27 66068

Certificate Number: 1CC6EFE8

Prior Year ADA Adjustment (P-1 and P-2 only)	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051(a) (2) (B)].					
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-1	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-2	0.00	0.00	0.00	0.00
ADA Totals (C-1 + C-2)	C-3	0.00	0.00	0.00	0.00
Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051(a) (2) (C)].					
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-4	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-5	0.00	0.00	0.00	0.00
ADA Totals (C-4 + C-5)	C-6	0.00	0.00	0.00	0.00

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Attendance School District

County: Monterey

Fiscal Year: 2015-16

District: South Monterey County Joint Union High

P-1

CDS CODE 27 66068

Certificate Number: 1CC6EFE8

Prior Year P-2 ADA attributable to district resident pupils attending a non-charter school [EC 42238.052].

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-7	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-8	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-7 + C-8)	C-9	0.00	0.00	0.00	0.00	0.00
Gain or Loss of ADA due to a Reorganization or Transfer of Territory [EC 42238.05 (a) (3)]. If the ADA adjustment is a loss, report the loss as a negative number in Line C-10 or C-11.						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-10	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-11	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-10 + C-11)	C-12	0.00	0.00	0.00	0.00	0.00

-168-

Export Date & Time: Jan-04-2016 14:26:16

Certified Data FileName: C:\Program Files (x86)\Principal Apportionment Data Collection Software\2015-16\15.00\Export\PADCSV15_00_1_27_66068_Jan_04_2

Export Group: Attendance School District

LEA: 66068 - Number of Records Exported = 1

LEA Programs Status - School Districts and Charter Schools

FY 2015-16

Monterey

P-1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19			
South Monterey County Joint	1																					

- | | |
|---------------------------------------------------------------------|--------------------------------------------------------------------|
| 1 : Attendance School District | 12: Charter Status |
| 2 : Attendance Supplement School District | 13: Attendance Charter School |
| 3 : Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil | 14: Attendance Charter School - All Charter District |
| 4 : Attendance Basic Aid Open Enrollment | 15: Attendance Charter Funded County Programs |
| 5 : Class Size Penalties (P-2 Only) | 16: Attendance COE Charter School |
| 6 : County Served District Funded ADA Transfer Selection (P-1 Only) | 17: Basic Aid Supplement Charter School |
| 7 : Necessary Small Elementary School | 18: Charter School Audit Adjustments to CALPADS Data (Annual Only) |
| 8 : Necessary Small High School | 19: Charter School Physical Location (P-1 Only) |
| 9 : Adults in Correctional Facilities | |
| 10: Annual Migrant ADA Increase (Annual Only) | |
| 11: School District Audit Adjustments to CALPADS Data (Annual Only) | |

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

SUBJECT: Board Policies – First Reading

MEETING: January 20, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

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

Summary:

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

BP 2121 - Superintendents Contract (revised)

BP 4030 - Nondiscrimination in Employment (revised)
AR 4030 - Nondiscrimination in Employment (revised)

AR 4031 - Complaints Concerning Discrimination In Employment (deleted incorporated into AR 4030)

BP 4121 - Temporary Substitute Personnel (revised)

AR 4261.1 - Personal Illness/Injury Leave (revised)

BP 5111 - Admission

BP 5111.1 - District Residency (revised)
AR 5111.1 - District Residency (revised)

AR 5111.12 - Residency Based on Parent/Guardian Employment (deleted incorporated into BP AR 5111 1)

BP5141 - Health Care and Emergencies (new)
AR 5141 - Health and Emergencies (new)

Recommendation:

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

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao, Ed. D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

BP 2121 Administration

Superintendent's Contract

~~***Note: The following optional policy should be modified to reflect district practice.***~~

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 Board shall deliberate in closed session about the terms of the contract. (Government Code 54957)~~

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

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the Superintendent.~~

~~(cf. 2110—Superintendent Responsibilities and Duties)~~

~~***Note: The following list of contract components is consistent with a template for superintendent contracts developed by CSBA. The annotated template contract with additional context and suggestions is available by contacting legal@csba.org.***~~

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

~~***Note: The contract should include the salary, health and welfare benefits, and other compensation for the position, as provided in item #3 below. Federal law (26 USC 105; 42 USC 300gg-16; 26 CFR 1.105-11) prohibits favoring "highly compensated" individuals (i.e., the highest paid 25 percent of all employees, with specified exceptions) in terms of the level of benefits provided. Although implementation of this provision with respect to group health plans has been delayed until the issuance of federal regulations or guidance, it is recommended that districts prepare to comply with the expected rules. See AR 4154/4254/4354—Health and Welfare Benefits.***~~

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

~~***Note: Pursuant to Education Code 35031, the Governing Board must notify the Superintendent at least 45 days in advance if it decides to not reemploy him/her. If the Board fails to provide the required prior written notice, the Superintendent shall be deemed reemployed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation. ***~~

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

~~***Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee, except proposed compensation, may appropriately be discussed in closed session. In addition, pursuant to Government Code 54956, the Board is prohibited from deliberating on the salary or other compensation of the Superintendent at a special meeting. See~~

~~BB 9320—Meetings and Notices and BB 9321—Closed Session Purposes and Agendas.***~~

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)

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

~~***Note: Pursuant to Government Code 53260, every employee contract must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to his/her monthly salary multiplied by the number of months left on the contract. For a superintendent contract executed prior to January 1, 2016, if the unexpired term is greater than 18 months, this maximum is equal to the monthly salary multiplied by 18. For a superintendent contract executed on or after January 1, 2016, Government Code 53260, as amended by AB 215 (Ch. 240, Statutes of 2015), provides that the maximum cash settlement is the monthly salary multiplied by 12. Cash settlements may be less than these maximums. The district must make termination agreements available to the public upon request. See AR 4117.5/4217.5/4317.5—Termination Agreements.***~~

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(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)

~~***Note: AB 215 (Ch. 240, Statutes of 2015) amended Government Code 53260 to eliminate the option to provide a settlement equivalent to up to six months' salary when the Superintendent's contract is terminated for specified causes.***~~

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

~~The term of the contract shall be for no more than four years. (Education Code 35031)~~

~~During the term of the contract, the Board may reemploy the Superintendent on those terms and conditions mutually agreed upon by the Board and Superintendent. (Education Code 35031)~~

~~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)~~

~~In the event that the Board determines not to reemploy the Superintendent, the Board shall provide written notice to the Superintendent at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)~~

~~The Superintendent's contract shall include a provision specifying the maximum cash settlement that the Superintendent may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent's monthly salary multiplied by 18. The cash settlement shall not include any noncash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)~~

~~(cf. 4117.5/4217.5/4317.5—Termination Agreements)~~

~~If the Board terminates the Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge. (Government Code 53260)~~

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

53260-53264 Employment contracts

54954 Time and place of regular meetings

54957 Closed-session personnel matters

54957.1 Closed-session, public report of action taken

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Selection and Employment, 2006

WEB SITES

CSBA, Single-District Governance Services: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>
(12/92-7/01)-11/04

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

First Reading: January 20, 2016

Adopted:

King City, California

BP 4030 Personnel

~~Nondiscrimination In Employment~~

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

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

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

~~(cf. 4033—Lactation Accommodation)~~

~~(cf. 4119.11/4219.11/4319.11—Sexual Harassment)~~

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

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

~~(cf. 5145.7—Sexual Harassment)~~

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

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

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

~~(cf. 4117.4—Dismissal)~~

~~(cf. 4118—Suspension/Disciplinary Action)~~

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

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

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

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

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

~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~

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

Training and Notifications

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

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

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

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

~~UNITED STATES CODE, TITLE 20
 1681-1688 Title IX of the Education Amendments of 1972
 UNITED STATES CODE, TITLE 29
 621-634 Age Discrimination in Employment Act
 794 Section 504 of the Rehabilitation Act of 1973
 UNITED STATES CODE, TITLE 42
 2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended
 2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
 2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
 2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
 6101-6107 Age discrimination in federally assisted programs
 12101-12213 Americans with Disabilities Act
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.101-35.190 Americans with Disabilities Act
 CODE OF FEDERAL REGULATIONS, TITLE 34
 100.6 Compliance information
 104.7 Designation of responsible employee for Section 504
 104.8 Notice
 106.8 Designation of responsible employee and adoption of grievance procedures
 106.9 Dissemination of policy
 110.1-110.39 Nondiscrimination on the basis of age
 COURT DECISIONS
 Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863
 Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837~~

Management Resources:

~~EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
 Questions and Answers: Religious Discrimination in the Workplace, 2008
 Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the
 Americans with Disabilities Act, October 2002
 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by
 Supervisors, June 1999
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
 Notice of Non-Discrimination, August 2010
 WEB SITES
 California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
 U.S. Department of Education, Office for Civil Rights:
<http://www.ed.gov/about/offices/list/ocr>
 U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>
 (11/03 3/10) 3/12~~

~~***Note: The following Board policy and accompanying administrative regulation are mandated pursuant to Government Code 11138. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits employers from discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, sex, sexual orientation, gender, gender identity, gender expression, religious creed, physical or mental disability, medical condition, marital status, or genetic information. The same or similar protections are available to employees and job applicants under various provisions of federal law, including~~

All Personnel

NONDISCRIMINATION IN EMPLOYMENT

Discriminatory Harassment

Unlawful harassment based on a person's race, sex, or other attribute listed in the district's nondiscrimination policy includes, but is not limited to, the following:

1. Slurs, epithets, threats or verbal abuse
2. Derogatory or degrading comments, descriptions, drawings, pictures or gestures
3. Unwelcome jokes, stories or teasing
4. Any other verbal, visual or physical conduct which adversely affects the individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile or offensive working environment

Harassment may arise not only as a result of the offender's intention, but also as a result of the offended person's perception of the offensive conduct and the way in which it affects him/her.

Any employee or applicant for employment who feels that he/she is being unlawfully harassed should immediately contact his/her supervisor or the State Administrator/Superintendent or designee in order to obtain procedures for reporting a complaint. Such complaints can be filed in accordance with *AR 4031 – Complaints Concerning Discrimination in Employment*.

Any supervisor who receives a harassment complaint shall notify the State Administrator/Superintendent or designee, who shall ensure that the complaint is appropriately investigated. Discrimination complaint procedures prohibit retaliatory behavior against any complainant or any participant in the complaint process.

~~***Note: Pursuant to Government Code 11138, districts are mandated to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices.***~~

~~***Note: Many nondiscrimination laws and regulations require identification of an employee who will be responsible for compliance with the nondiscrimination laws, as provided in the following paragraph. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634).***~~

The district designates the position identified below as its coordinator for nondiscrimination in

employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Senior Director of Human Resources
800 Broadway
King City, CA 93930
831 385-0606

Measures to Prevent Discrimination

~~***Note: Government Code 12940 requires districts to take all reasonable steps to prevent unlawful discrimination and harassment. The following section reflects "best practices" for preventing unlawful harassment or discrimination, as identified in the California Department of Fair Employment and Housing (DFEH) and the U.S. Equal Employment Opportunity Commission (EEOC) informational publications. Examples of such publications are the DFEH's California Law Prohibits Workplace Discrimination and Harassment and the EEOC's New Compliance Manual Section 15: Race and Color Discrimination. Districts should investigate these and other relevant publications and determine which practices to adopt.***~~

To prevent unlawful discrimination, harassment, and retaliation against district employees, volunteers, interns, and job applicants, the State Administrator/Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, to employees, volunteers, interns, job applicants, and the general public by: (5 CCR 4960; 34 CFR 100.6, 106.9)

a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

b. Posting them in all district schools and offices, including staff lounges and other prominent locations

c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)

✓ (cf. 1114 - District-Sponsored Social Media)

2. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

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

3. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

Complaint Procedure

~~***Note: 34 CFR 106.8 and 110.25 mandate any district that receives federal financial assistance to adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging discrimination on the basis of sex or age. ***~~

~~***Note: Courts have held that an employer may mitigate liability for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, EEOC outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with the EEOC or the DFEH.~~

~~***Note: While the EEOC's guidance recommends a "prompt" investigation, neither the law nor the EEOC delineates a specific time frame for resolution. The EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation. ***~~

~~***Note: The following section, including the listed timelines, is consistent with the EEOC's guidance and should be modified to reflect district practice. ***~~

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant who is an employee shall inform his/her supervisor. However, if the supervisor is the person against whom the employee is complaining, the employee shall inform the coordinator or the State Administrator/Superintendent. A job applicant shall inform the coordinator or the State Administrator/Superintendent or designee.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4032 - Reasonable Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the State Administrator/Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the State Administrator/Superintendent or designee.

4. Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The State Administrator/Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

~~***Note: Items #1-3 below state the time limits within which employees must file their complaints. The EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about time frames for filing charges of unlawful discrimination or harassment with the EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the employer's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically~~

~~forward any complaint it has accepted for investigation to the EEOC when the matter falls within the EEOC's jurisdiction. ***~~

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

~~***Note: Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that period may be extended under certain circumstances, such as when a person obtains knowledge of the unlawful practice after the expiration of the one-year period.***~~

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

~~***Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with the EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.***~~

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

12/15

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First reading: January 20, 2016
Adopted: King City, California

AR 4031 Personnel

~~Complaints Concerning Discrimination In Employment~~

~~Complaint Procedure~~

~~Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:~~

- ~~1. Notice and Receipt of Complaint: Any employee or job applicant (the "complainant") who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the district's Coordinator for Nondiscrimination in Employment, or the Superintendent.~~

~~The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.~~

~~A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the Coordinator, whether or not the complainant files a written complaint.~~

~~The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

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

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

~~(cf. 4119.11/4219.11/4319.11—Sexual Harassment)~~

- ~~2. Investigation Process: The Coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five school days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.~~

~~The Coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The Coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.~~

~~(cf. 3580—District Records)~~

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~

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

~~If the Coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the Coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.~~

~~When necessary to carry out his/her investigation or to protect employee or student safety, the Coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.~~

~~The Coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The Coordinator shall ensure that such interim measures do not constitute retaliation.~~

- ~~3.—Written Report on Findings and Corrective Action: No more than 30 days after receiving the complaint, the Coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator shall notify the complainant and explain the reasons for the extension.~~

~~The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.~~

~~The report shall be presented to the complainant, the person accused, and the Superintendent or designee.~~

- ~~4.—Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 working days of receiving the written report of the Coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days.~~

~~(cf. 1312.1—Complaints Concerning District Employees)~~

~~(cf. 9321—Closed Session Purposes and Agendas)~~

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940-12948 Discrimination prohibited; unlawful practices, generally

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

2001e-2001e-17 Title VII, Civil Rights Act of 1964, as amended

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

2001h-2-2001h-6 Title IX of the Civil Rights Act of 1964

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

106.8 Designation of responsible employee for Title IX

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

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

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

WEB SITES

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

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

(12/91-6/99) 3/10

Regulation

First reading:

Adopted: September 8, 2010

KING CITY JOINT UNION HIGH SCHOOL DISTRICT

King City, California

BP 4121 Personnel

Temporary/Substitute Personnel

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 - Certification)

Hiring

The State Administrator/Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 - Personnel Reduction)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

The Board may classify as a temporary employee a teacher who is employed for at least one semester and up to one complete school year based on the need for additional certificated

employees when regular employees are absent due to leaves or long-term illness. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day-to-day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)
2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)
3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)
5. Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to midyear graduations (Education Code 44921)

For purposes of classifying employees pursuant to item #1 or 2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

Substitute and hourly employees shall not participate in the health and welfare plans or other fringe benefits of the district.

Paid Sick Leave

~~OPTION 1: Any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Such employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)~~

~~OPTION 2: Any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be credited with 24 hours of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)~~

~~OPTION 2: Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of his/her employment or each calendar year or 12-month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)~~

OPTION 3: Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of his/her employment shall be credited with 24 hours of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

Any temporary or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

Walk-on coaches shall have the 24 hours of paid sick leave required under AB 1522, incorporated into the annual coaching stipend.

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or his/her family member as defined in Labor Code 245.5

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against any employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The State Administrator/Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep of records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

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

Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant positions in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, a temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served for two consecutive school years, for at least 75 percent of each year, shall receive first priority if the

district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Legal Reference:

EDUCATION CODE

- ~~22455.5 Provision of retirement plan information to potential members~~
- ~~22515 Irrevocable election to join retirement plan~~
- ~~37200 School calendar~~
- ~~44252.5 State basic skills assessment required for certificated personnel~~
- ~~44300 Emergency teaching or specialist permits~~
- ~~44830 Employment of certificated persons; requirements of proficiency in basic skills~~
- ~~44839.5 Employment of retirant~~
- ~~44845 Date of employment~~
- ~~44846 Criteria for reemployment preferences~~
- ~~44909 Employees providing services through categorically funded programs~~
- ~~44914 Substitute and probationary employment computation for classification as permanent employee~~
- ~~44915 Classification of probationary employees~~
- ~~44916 Time of classification; statement of employment status~~
- ~~44917 Classification of substitute employees~~
- ~~44918 Substitute or temporary employee deemed probationary employee; reemployment rights~~
- ~~44919 Classification of temporary employees~~

~~44920—Employment of certain temporary employees; classifications~~
~~44921—Employment of temporary employees; reemployment rights (unified and high school districts)~~
~~44953—Dismissal of substitute employees~~
~~44954—Release of temporary employees~~
~~44955—Layoff of permanent and probationary employees~~
~~44956—Rights of laid-off permanent employees to substitute positions~~
~~44957—Rights of laid-off probationary employees to substitute positions~~
~~44977—Salary schedule for substitute employees~~
~~45030—Substitutes~~
~~45041—Computation of salary~~
~~45042—Alternative method of computation for less than one school year~~
~~45043—Compensation for employment beginning in the second semester~~
~~56060-56063—Substitute teachers in special education~~
~~GOVERNMENT CODE~~
~~3540.1 Educational Employment Relations Act, definitions~~
~~CODE OF REGULATIONS, TITLE 5~~
~~5502—Filing of notice of physical examination for employment of retired person~~
~~5503—Physical examination for employment of retired persons~~
~~5590—Temporary athletic team coach~~
~~80025-80025.5—Emergency substitute teaching permits~~

~~COURT DECISIONS~~

~~McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170~~
~~Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446~~

~~Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187~~
~~California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135~~
~~Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277~~
~~Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911~~

~~Management Resources:~~

~~WEB SITES~~

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

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

~~——— 7/12~~

Legal Reference:

EDUCATION CODE

- 22455.5 Provision of retirement plan information to potential members
- 22515 Irrevocable election to join retirement plan
- 37200 School calendar
- 44252.5 State basic skills assessment required for certificated personnel
- 44300 Emergency teaching or specialist permits
- 44830 Employment of certificated persons; requirements of proficiency in basic skills
- 44839.5 Employment of retirant
- 44845 Date of employment
- 44846 Criteria for reemployment preferences
- 44909 Employees providing services through categorically funded programs
- 44914 Substitute and probationary employment computation for classification as permanent employee
- 44915 Classification of probationary employees
- 44916 Time of classification; statement of employment status
- 44917 Classification of substitute employees
- 44918 Substitute or temporary employee deemed probationary employee; reemployment rights
- 44919 Classification of temporary employees
- 44920 Employment of certain temporary employees; classifications
- 44921 Employment of temporary employees; reemployment rights (unified and high school districts)
- 44953 Dismissal of substitute employees
- 44954 Release of temporary employees
- 44955 Layoff of permanent and probationary employees
- 44956 Rights of laid-off permanent employees to substitute positions
- 44957 Rights of laid-off probationary employees to substitute positions
- 44977 Salary schedule for substitute employees
- 45030 Substitutes
- 45041 Computation of salary
- 45042 Alternative method of computation for less than one school year
- 45043 Compensation for employment beginning in the second semester
- 56060-56063 Substitute teachers in special education

GOVERNMENT CODE

- 3540.1 Educational Employment Relations Act, definitions

LABOR CODE

- 220 Sections inapplicable to public employees
- 230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
- 230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
- 233 Illness of child, parent, spouse or domestic partner
- 234 Absence control policy
- 245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5502 Filing of notice of physical examination for employment of retired person

5503 Physical examination for employment of retired persons

5590 Temporary athletic team coach

80025-80025.5 Emergency substitute teaching permits

COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170

Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446

Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187

California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135

Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277

Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:

WEB SITES

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

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

(7/12 12/14) 12/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: January 20, 2016

Adopted:

King City, California

AR 4261.1 Personnel

~~***Note: The following optional administrative regulation is subject to collective bargaining. Twelve days of paid personal illness or injury leave (sick leave) per year is the minimum prescribed by Education Code 45191 for classified employees employed five days a week in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly.***~~

~~***Note: Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act), as added by AB 1522 (Ch. 317, Statutes of 2014), require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including classified employees. Pursuant to Labor Code 246, as amended by AB 304 (Ch. 67, Statutes of 2015), a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that an employee accrues at least 24 hours of sick leave or paid time off by the 120th calendar day of his/her employment or each calendar year or 12-month period. Additional requirements of Labor Code 245-249 include, but are not limited to, display of a poster containing specified information at every workplace, provision of each employee's sick leave balance on his/her wage statements, and maintenance of leave usage documentation for three years.***~~

~~***Note: The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets all the conditions for exemption may modify this administrative regulation accordingly.***~~

~~***Note: See sections titled "Short Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below for more details of AB 1522 requirements. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.***~~

**Classified employees employed five days a week, 12-months per year are entitled to 12 days leave of absence with full pay per fiscal year for personal illness or injury (sick leave). Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work.
(cf. 4161/4261/4361 - Leaves)**

Personal Illness/Injury Leave

Purposes of Leave

A classified employee may use personal illness or injury leave granted by the district for the following purposes:

1. Absences caused by accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact during the performance of the employee's duties with other persons having a contagious disease (Education Code 45199)
2. Absences due to pregnancy, childbirth, and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Cases of personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical or dental appointments, in increments of not less than one hour
5. Cases of industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11 - Industrial Accident/Illness Leave)

6. Illness of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child, up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233)

~~***Note: The following optional administrative regulation is subject to collective bargaining. Twelve days of paid personal illness or injury leave (sick leave) per year is the minimum prescribed by Education Code 45191 for classified employees employed five days a week in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly.***~~

~~***Note: Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act), as added by AB 1522 (Ch. 317, Statutes of 2014), require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including classified employees. Pursuant to Labor Code 246, as amended by AB 304 (Ch. 67, Statutes of 2015), a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that an employee accrues at least 24 hours of sick leave or paid time off by the 120th calendar day of his/her employment or each calendar year or 12-month period. Additional requirements of Labor Code 245-249 include, but are not limited to, display of a poster containing specified information at every workplace, provision of each employee's sick leave balance on his/her wage statements, and maintenance of leave usage documentation for three years.***~~

~~***Note: The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets all the conditions for exemption may modify this administrative regulation accordingly. ***~~

~~***Note: See sections titled "Short Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below for more details of AB 1522 requirements. For sick leave for certificated employees, see AR 4161.1/4361.1 Personal Illness/Injury Leave. ***~~

Classified employees employed five days a week, 12 – months per year are entitled to 12 days leave of absence with full pay per fiscal year for personal illness or injury (sick leave). Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work (cf. 4161/4261/4361 - Leaves)

~~***Note: Pursuant to Education Code 45202, a classified employee who is terminated after at least one year of employment for any reason unrelated to discipline is entitled to have his/her accumulated sick leave transferred with him/her in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is optional and may revised to reflect district practice. ***~~

The State Administrator/Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Notification of Absence

An employee shall notify the State Administrator/Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than 3 p.m. of the day proceeding the day on which he/she intends to return to work.

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The State Administrator/Superintendent or designee may, at any time, require additional written verification by the employee's physician or medical practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

The State Administrator/Superintendent or designee may require an employee to visit a physician selected by the district and at district expense in order to receive a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the statement concludes that the employee's condition does not warrant continued absence, the State Administrator/Superintendent or designee, after giving notice to the employee, may deny further leave.

~~***Note: 42 USC 2000ff 1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below. ***~~

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Verification requirements shall not discriminate against any employee on the basis of his/her religious practice.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Extension of Leave

~~***Note: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.***~~

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Accrual of Leave

Any classified employees employed five days a week is entitled to 12 days leave of absence, with full pay, for personal illness or injury per fiscal year. An employee who serves less than a full fiscal year or fewer than five days a week shall be granted comparable leave in proportion to the time he/she works. (Education Code 45191)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new employee shall not be entitled to more than six days of such leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of personal illness or injury leave shall be accumulated from year to year without limitation. (Education Code 45191)

At the beginning of each school year, each employee shall be notified of the amount of leave which he/she has accumulated.

Upon employment with the district, a new classified employee shall receive credit for any personal illness or injury leave accumulated in a previous school district, county office of education, or community college district if he/she left employment with that district within the previous year and had been employed by the previous district for at least one year. If the employee's previous employment had been terminated for cause, the Governing Board may determine whether to accept the transfer of the accumulated leave. (Education Code 45202)

An employee who does not complete a given year of service shall be charged for any unearned personal illness or injury leave used as of the date of termination.

Extension of Leave

~~A permanent employee who is absent because of a personal illness or injury and who has exhausted all available personal illness or injury leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six month periods or for lesser periods. Total leave so granted shall not exceed 18 months. (Education Code 45195)~~

~~(cf. 4216 - Probationary/Permanent Status)~~

~~If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)~~

Compensation

A classified employee who has exhausted all paid leave, including personal illness or injury leave shall receive his/her salary, minus the actual amount paid a substitute employed to fill the position during the employee's absence for the remaining days within a total five-month period of absence. (Education Code 45196) The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury
 45193 Leave of absence for pregnancy (re-use of sick leave under certain circumstances)
 45195 Additional leave for nonindustrial accident or illness; reemployment preference
 45196 Salary; deductions during sick leave
 45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

233 Illness of child, parent, spouse or domestic partner

COURT DECISIONS

California School Employees Association v. Tustin Unified School District, (2007) 148
 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops. Cal. Atty. Gen. 111 (1970)
 (11/99 3/02) 7/07

Short-Term and Substitute Employees

~~***Note: Pursuant to Labor Code 245-249, as added by AB 1522 (Ch. 317, Statutes of 2014), the district is required to grant a minimum of one hour of paid sick leave for every 30 hours worked by an employee who works for 30 days within a year of his/her employment. In implementing this requirement, Labor Code 246, as amended by AB 304 (Ch. 67, Statutes of 2015), permits the district to use any of the options specified below. Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an accrual method that provides for a regular accrual basis and ensures that the employee receives 24 hours of paid sick leave by the 120th calendar day of his/her employment. Option 3 is for any district that credits employees with 24 hours of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, as amended by AB 304, retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions. The district should select the option below which corresponds to its approach under Labor Code 246.***~~

~~***Note: See section below titled "Healthy Workplaces, Healthy Families Act Requirements" for additional details of AB 1522 requirements.***~~

~~OPTION 1: Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)~~

~~OPTION 2: Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of his/her employment or each calendar year or 12-month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours.~~

~~(Labor Code 246)~~

OPTION 3: Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be credited with 24 hours of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

~~***Note: The following paragraph applies to all the above options.***~~

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

Walk-on coaches shall have the 24 hours of paid sick leave required under AB 1522, incorporated into the annual coaching stipend.

~~***Note: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, as amended by AB 304 (Ch. 67, Statutes of 2015), a district is not required to inquire into the purposes for which an employee uses paid leave.***~~

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

- 1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care**
- 2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking**

Healthy Workplaces, Healthy Families Act Requirements

~~***Note: Pursuant to Labor Code 245-249, as added by AB 1522 (Ch. 317, Statutes of 2014), all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this new law should consult its legal counsel.***~~

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the State Administrator/Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)

(7/07 12/14) 12/15

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

First Reading: January 20, 2016

Adopted:

King City, California

Students

Admission

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

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

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 5111.1—District Residency)~~

~~(cf. 5111.12—Residency Based on Parent/Guardian Employment)~~

~~(cf. 5119—Students Expelled from Other Districts)~~

~~(cf. 5125—Student Records)~~

~~(cf. 5141.3—Health Examinations)~~

~~(cf. 5141.31—Immunizations)~~

~~(cf. 5141.32—Health Screening for School Entry)~~

~~(cf. 6173—Education for Homeless Children)~~

~~(cf. 6173.1—Education for Foster Youth)~~

~~(cf. 6173.2—Education of Children of Military Families)~~

~~***Note: Education Code 48200 requires the district to provide an education to any student who resides within the district's attendance area. Education Code 48204, as amended by AB 224 (Ch. 554, Statutes of 2015), specifies additional circumstances under which students will be deemed to meet the residency requirements for school attendance, including, but not limited to, through parent/guardian employment within district boundaries under certain conditions and interdistrict transfers; see the accompanying administrative regulation. ***~~

~~***Note: If the Governing Board elects to authorize investigations to verify students' residency, it is mandated to adopt policy with specified components pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015). See sections "Investigation of Residency" and "Appeal of Enrollment Denial" below. ***~~

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The State Administrator/Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The State Administrator/Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance.

(Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5145.6 - Parental Notifications)

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

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

The State Administrator/Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)
(cf. 5125 - Student Records)

~~***Note: The U.S. Department of Education's Office for Civil Rights, in its publication Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, states that districts may not adopt enrollment procedures that discourage the participation of students based on the student's or the parent/guardian's actual or perceived citizenship or immigration status, as such practices would violate federal laws granting all students equal access to education. ***~~

When establishing a student's residency for enrollment purposes, the State Administrator/Superintendent or designee shall not inquire into a student's citizenship or immigration status.

~~***Note: When a district chooses to grant residency status to students whose parent/guardian is employed within district boundaries for at least 10 hours per school week (see section "Residency Based on Parent/Guardian Employment (Allen Bill Transfers)" in the accompanying administrative regulation), Education Code 48204 encourages the district to notify the parent/guardian in writing when admission is denied and to provide reasons for the denial. The following optional paragraph provides that written notice will be provided to parents/guardians whenever enrollment is denied on any basis related to residency and may be revised to reflect district practice. ***~~

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the State Administrator/Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

~~***Note: The following section should be revised to reflect district practice. To conduct an investigation into the residency claim of a student as authorized by Education Code 48204.1, a district is mandated, pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170; Statutes of 2015), to adopt a policy with specified components. The policy must (1) identify the circumstances under which the district may initiate an investigation, including, at a minimum, a requirement that the district is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency; (2) describe the investigatory methods that may be used, including whether the district may employ the services of a private investigator; (3) require staff to make reasonable efforts to determine whether the student resides in the district before hiring a private investigator (if allowed at all); (4) prohibit surreptitious photographing or video recording of students who are being investigated; and (5) provide for an appeals process.***~~

~~***Note: The district should consult legal counsel if questions arise regarding the appropriateness of efforts to verify residency.***~~

When the State Administrator/Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the State Administrator/Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The State Administrator/Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the State Administrator/Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the State Administrator/Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

~~***Note: If the district chooses to authorize investigations into the residency claim of a student as described in the section "Investigation of Residency" above, it is mandated pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015), to adopt a policy which provides for an appeals process. The timelines specified in the following section may be revised to reflect district practice.***~~

If the State Administrator/Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The State Administrator/Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

~~***Note: The district may select and/or revise either of the following options to indicate who will be responsible for making the final decision regarding the student's residency claim. Option 1 is for use by districts that assign a district employee other than the Superintendent to make the initial residency determination, and provides that the Superintendent will make the final decision following the appeals process. Option 2 is for use by districts in which the Superintendent is responsible for the initial residency determination, and provides that the decision may be appealed to the Governing Board.***~~

OPTION 1: In an appeal to the State Administrator/Superintendent of a determination that district residency requirements were not met, the State Administrator/Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The State Administrator/Superintendent's decision shall be final.

~~**OPTION 2: In an appeal of the Superintendent's determination that district residency requirements were not met, the Board shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision at its next regularly scheduled meeting following the parent/guardian's request for the appeal. The Board's decision shall be final.**~~

Enrollment Not Requiring District Residency

~~***Note: The following optional paragraph is for use by any district maintaining grades 9-12 that (1) has petitioned for certification from the U.S. Department of Homeland Security's Student and Exchange Visitor Program to enroll a nonimmigrant foreign student who is in the United States on an F-1 visa and/or (2) admits high school students from other countries through an international exchange program under the sponsorship of a government-approved agency. For further information about enrollment of nonresident foreign students, see AR 5111.2—Nonresident Foreign Students, BP/AR 6145.6—International Exchange, and CSBA's Legal Guidance Regarding International Student Exchange Placement Organizations.***~~

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

**(cf. 5111.2 - Nonresident Foreign Students)
(cf. 6145.6 - International Exchange)**

~~***Note: The following optional paragraph is for use by any district adjacent to another state or foreign country from which students may commute to the district and should be revised to reflect district circumstances. Pursuant to Education Code 48050 and 48052, any district that admits such students must be reimbursed by the parents/guardians of the students or by the district of residence for the total cost of educating the student and may not include such students in computing average daily attendance for purpose of obtaining apportionment of state funds.***~~

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination
35160.5 Intradistrict open enrollment
35351 Assignment of students to particular schools
46600-46611 Interdistrict attendance permits
48050-48054 Nonresidents
48200-48208 Compulsory education law, especially:
48204 Residency requirements
48204.1-48204.2 Evidence of residency

48300-48316 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act transfers
48852.7 Education of homeless students; immediate enrollment
48853.5 Education of foster youth; immediate enrollment
48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance Regarding International Student Exchange Placement Organizations,
April 2014

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

Information on the Rights of All Children to Enroll in School: Questions and Answers for
States, School Districts and Parents, 2012

WEB SITES

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

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

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

12/15

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

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

~~(cf. 5117—Interdistrict Attendance)~~

~~(cf. 5118—Open Enrollment Act Transfers)~~

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

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

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

~~46600—Agreements for admission of students desiring interdistrict attendance~~

~~48000—Minimum age of admission (kindergarten)~~

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

~~48010—Minimum age of admission (first grade)~~

~~48011—Admission from kindergarten or other school; minimum age~~

~~48050-48053—Nonresidents~~

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

~~48350-48361—Open Enrollment Act~~

~~48850-48859—Educational placement of homeless and foster youth~~

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

~~49408—Information of use in emergencies~~

~~49452.9—Health care coverage options and enrollment assistance~~

~~49700-49704—Education of children of military families~~

~~HEALTH AND SAFETY CODE~~

~~120325-120380—Education and child care facility immunization requirements~~

~~121475-121520—Tuberculosis tests for students~~

~~CODE OF REGULATIONS, TITLE 5~~

~~200—Promotion from kindergarten to first grade~~

~~201—Admission to high school~~

~~CODE OF REGULATIONS, TITLE 17~~

~~6000-6075—School attendance immunization requirements~~

~~UNITED STATES CODE, TITLE 42~~

~~11431-11435—McKinney Homeless Assistance Act~~

~~Management Resources:~~

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

~~Dear-Colleague Letter, May 6, 2011~~

~~WEB SITES~~

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

BP 5111 (h)

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

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

(6/91 11/11) 4/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: January 20, 2016

Adopted:

King City, California

AR 5111.1 Students

District Residency

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. ~~The student has been admitted through an interdistrict attendance option. (Education Code 48204, 48356)~~

~~(cf. 5117—Interdistrict Attendance)~~

~~(cf. 5118—Open Enrollment Act Transfers)~~

~~***Note: State law provides a number of options under which a student may attend school in a district other than the district where he/she resides. For instance, a student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state subject to certain conditions, pursuant to Education Code 48350-48361; see BP/AR 5118—Open Enrollment Act Transfer. If the district chooses to enter into an interdistrict attendance agreement pursuant to Education Code 46600-46611, a student may request a permit to attend school in a different district when both the district of residence and the district of proposed attendance have agreed to allow interdistrict attendance. If the Governing Board has declared the district to be a "school district of choice" pursuant to Education Code 48300-48316, the district may accept a specific number of interdistrict transfers into the district through a random, unbiased selection process. See BP/AR 5117—Interdistrict Attendance for further information about these options. Pursuant to Education Code 48204, 48301, and 48356, students admitted under any of these options are deemed to have met district residency requirements. The district should revise item #3 as appropriate to reflect options provided by the district.***~~

3. The student has been admitted through an interdistrict attendance option, such as an interdistrict attendance agreement, "school district of choice" transfer, or Open Enrollment Act transfer. (Education Code 46600, 48204, 48301, 48356)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)

5. The student lives with a caregiving adult within district boundaries. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48207)

(cf. 6183 - Home and Hospital Instruction)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

~~***Note: The following section is optional. Education Code 48204 permits, but does not require, districts to admit a student whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week (so-called "Allen bill transfers"). If the district chooses to grant residency status to such students, it may nevertheless deny enrollment to students under the circumstances identified in items #1-3 below. ***~~

~~***Note: SB 200 (Ch. 174, Statutes of 2015) and AB 224 (Ch. 554, Statutes of 2015) amended Education Code 48204 to provide that this option will become inoperative on July 1, 2017 unless extended by future legislation. ***~~

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the State Administrator/Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. **The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.**
2. **Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.**
3. **Other circumstances exist that are not arbitrary.**

~~***Note: The following paragraph is optional. In 84 Ops. Cal. Atty. Gen. 198 (2001), the Attorney General opined that overcrowding is not an "arbitrary consideration" within the meaning of Education Code 48204. Therefore, a district may deny an application when the district's school facilities are overcrowded at the relevant grade level. The Attorney General also clarified that, once a student is admitted, he/she must be allowed to continue to attend school in the district through the highest grade level offered by the district, even if the school subsequently becomes~~

~~overcrowded at the relevant grade level. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion. ***~~

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

~~***Note: Education Code 48204 prescribes limits on the number of net Allen bill transfers out of the district (the difference between the number of students entering and exiting the district) that a district may allow each fiscal year, unless waived by the sending district. The limits are based on the average daily attendance (ADA) of the district, as follows: five percent of ADA for districts with 500 or less ADA; three percent of ADA or 25 students, whichever is greater, for districts with an ADA of 501-2,500; and one percent of ADA or 75 students, whichever is greater, for districts with an ADA of 2,501 or more. The following paragraph may be modified to specify the percentage that applies to the district's ADA. ***~~

~~***Note: Even if the district has not authorized Allen bill transfers into the district, Education Code 48204 provides that the district may disallow transfers out of the district, within the specified limits, by students whose parent/guardian is employed within the boundaries of another district. ***~~

The State Administrator/Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

~~In addition, district residency status may be granted to a student if at least one parent/guardian is physically employed within district boundaries. (Education Code 48204)~~

~~(cf. 5111.12—Residency Based on Parent/Guardian Employment)~~

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

The district may admit a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

(cf. 5111.2 - Nonresident Foreign Students)

The State Administrator/Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Proof of Residency

The State Administrator/Superintendent or designee shall annually verify each student's district residency status and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

The State Administrator/Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.

However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. (Education Code 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

Failure to Verify Residency

When the State Administrator/Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. (Education Code 48204.1)

If the State Administrator/Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false or unreliable evidence of residency, he/she shall deny or revoke the student's enrollment. Before any such denial or revocation is final, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice also shall inform the parent/guardian that he/she may provide new material evidence of residency, in writing, to the State Administrator/Superintendent or designee within 10 school days. The State Administrator/Superintendent or designee shall review any new evidence and make a final decision within 10 school days.

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the State Administrator/Superintendent or designee shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. The State Administrator/Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries. (Government Code 6206, 6207)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents
48200-48208 Compulsory education law
48356 Open Enrollment Act transfer, fulfillment of residency requirement
48853.5 Education of foster youth; immediate enrollment
48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents
FAMILY CODE
6550-6552 Caregivers
GOVERNMENT CODE
6205-6210 Confidentiality of residence for victims of domestic violence
CODE OF REGULATIONS, TITLE 5
432 Varieties of student records
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
0303.95 Verification of residency, LO: 1-95
OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION
PUBLICATIONS
Dear Colleague Letter, May 6, 2011
WEB SITES
California Department of Education: <http://www.cde.ca.gov>
California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>
Office for Civil Rights, U.S. Department of Education:
<http://www2.ed.gov/about/offices/list/ocr>
(11/06 11/07) 11/11

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

First Reading: January 20, 2016

Adopted:

King City, California

AR 5111.12 Students

~~Residency Based On Parent/Guardian Employment~~

~~District residency status may be granted to a student if at least one parent/guardian is physically employed within district boundaries. (Education Code 48204)~~

~~(cf. 5111.1 – District Residency)~~

~~(cf. 5117 – Interdistrict Attendance)~~

~~Applications for Admission~~

~~When applying for his/her child's admission to a district school based on employment, the parent/guardian shall provide proof of physical employment within district boundaries. This evidence may include a paycheck stub or letter from his/her employer listing an actual address within district boundaries. Stubs or letters listing only a post office box as an address shall not be accepted.~~

~~The Governing Board may deny enrollment based on parent/guardian employment if any of the following circumstances exists:~~

- ~~1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer. (Education Code 48204)~~
- ~~2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan. (Education Code 48204)~~
- ~~3. The school facilities are overcrowded at the relevant grade level.~~
- ~~4. Other circumstances exist that are not arbitrary. (Education Code 48204)~~

~~If the Board denies the student admission for any of the above reasons, the Superintendent or designee shall notify the parent/guardian in writing of the Board's decision, including specific reasons for the denial.~~

~~Students enrolled in the district on the basis of parent/guardian employment shall not be required to reapply for enrollment in subsequent school years. Such students may continue to attend school in the district through the highest grade provided by the district, if the parent/guardian so chooses and if at least one of the student's parents/guardians continues to be physically employed within district boundaries, subject to the restrictions specified in law related to excess costs and negative impact on desegregation plans. (Education Code 48204)~~

~~District Students Transferring to Other Districts Based on Parent/Guardian Employment~~

~~When a student's parent/guardian requests that the student be transferred to another district based on the parent/guardian's physical employment within that other district, the Board may deny the request if the percentage of district students admitted to other districts on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. A transfer may also be denied if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan. (Education Code 48204)~~

~~The student's parent/guardian shall be notified in writing of the Board's decision to deny the transfer to the school district in which the parent/guardian's employer is situated. The notice shall include specific reasons for the denial.~~

Legal Reference:

~~EDUCATION CODE~~

~~46601 Failure to approve interdistrict attendance~~

~~48200-48204 Compulsory education law, especially:~~

~~48204 Residency based on parent/guardian employment~~

~~ATTORNEY GENERAL OPINIONS~~

~~84 Ops. Cal. Atty. Gen. 198 (2001)~~

Management Resources:

~~WEB SITES~~

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

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

~~(3/02-7/04) 11/07~~

Policy _____ ~~SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT~~

Adopted: February 8, 2012 _____

King City, California

Students

Health Care And Emergencies

The Governing Board recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during school-sponsored activities.

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)
- (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
- (cf. 5141.22 - Infectious Diseases)
- (cf. 5142 - Safety)

The State Administrator/Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

- (cf. 3530 - Risk Management/Insurance)
- (cf. 5143 - Insurance)
- (cf. 6145.2 - Athletic Competition)

The State Administrator/Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

"Do Not Resuscitate" Orders

~~***Note: The following optional section is for use by districts that wish to preclude the acceptance of "do not resuscitate" orders except under very limited circumstances. Districts presented with a "do not resuscitate" order should consult legal counsel as appropriate.***~~

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical "do not resuscitate" orders. Staff shall not accept or follow any such orders except under the specific written direction of the State Administrator/Superintendent or designee. The State Administrator/Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if he/she has received a written parent/guardian authorization, with an authorized health care provider statement, and an order of an appropriate court.

The State Administrator/Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

Automated External Defibrillators

~~***Note: The following optional section is for use by districts that have or are considering purchasing or receiving a donation of automated external defibrillators (AEDs) to be used to treat victims of sudden cardiac arrest. When an AED is placed in a school building, Health and Safety Code 1797.196, as amended by SB 658 (Ch. 264, Statutes of 2015), requires that the principal ensure that employees receive information annually that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. See the accompanying administrative regulation. Health and Safety Code 1797.196 protects entities and individuals from civil liability resulting from the use of an AED in an emergency as long as certain conditions specified in the law are satisfied.***~~

~~***Note: Districts considering placing an AED on school grounds should work closely with medical professionals, the manufacturer of the device, local officials, nonprofit organizations, and the district's risk manager or insurance specialist to ensure that necessary precautions are taken, such as staff training, equipment maintenance and storage, proper placement of the devices, and record-keeping. Local chapters of the American Red Cross and American Heart Association may help provide training and facilitate the purchase of AEDs. District legal counsel should also be consulted.***~~

The Board authorizes the State Administrator/Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

The State Administrator/Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

Legal Reference:

EDUCATION CODE

- 32040-32044 First aid equipment
- 49300-49307 School safety patrols
- 49407 Liability for treatment
- 49408 Emergency information
- 49409 Athletic events; physicians and surgeons; emergency medical care; immunity
- 49417 Automated external defibrillators
- 49470 Medical and hospital services for athletic program
- 49471 Medical and hospital services not provided or available

49472 Medical and hospital services for pupils
49474 Ambulance services
51202 Instruction in personal and public health and safety
CIVIL CODE
1714.21 Defibrillators; CPR; immunity from civil liability
FAMILY CODE
6550-6552 Caregivers
HEALTH AND SAFETY CODE
1797.196 Automated external defibrillators, immunity from civil liability
1797.200 Emergency medical services agency
1799.102 Personal liability immunity
CODE OF REGULATIONS, TITLE 8
5193 California Bloodborne Pathogens Standard
CODE OF REGULATIONS, TITLE 22
100031-100042 Automated external defibrillators

Management Resources:

WEB SITES

American Heart Association: <http://www.americanheart.org>

American Red Cross: <http://www.redcross.org>

California Department of Health Care Services: <http://www.dhcs.ca.gov>

(3/05 11/05) 12/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: January 20, 2016

Adopted:

King City, California

Students

Health Care And Emergencies

Emergency Contact Information

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

In order to facilitate contact in case of an emergency or accident, the principal or designee shall annually request that parents/guardians provide the following information:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and email address, if applicable
4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

(cf. 5021 - Noncustodial Parents)

(cf. 5142 - Safety)

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

Notification/Consent for Medical Treatment

Whenever a student requires emergency or urgent medical treatment while at school or a school-sponsored activity, the principal or designee shall contact the parent/guardian or other person identified on the emergency contact form in order to obtain consent for the medical treatment.

~~***Note: Pursuant to Education Code 49407, the district may not be held liable for the reasonable treatment of a student during regular school hours if the parent/guardian cannot be reached, unless the parent/guardian has previously filed a written objection to any medical treatment other than first aid.***~~

If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.

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

~~***Note: Family Code 6550 provides authorization for a caregiver 18 years of age or older who has signed a caregiver's affidavit to enroll a minor in school and to consent to school-related medical care on behalf of the minor when the minor is residing with the caregiver. A sample caregiver's affidavit can be found in Family Code 6552. See also AR 5111.1 District Residency.***~~

~~***Note: Pursuant to Family Code 6550, any person who provides medical care in good faith reliance on a caregiver's affidavit is not subject to criminal or civil liability or professional disciplinary action for such reliance unless he/she has actual knowledge of facts contrary to those stated on the affidavit.***~~

A person who has filed with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the district receives notice that the minor student is no longer living with the caregiver or if the State Administrator/Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit. (Family Code 6550)

(cf. 5111.1 - District Residency)

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

Automated External Defibrillators

~~***Note: The following optional section is for use by districts that choose to place automated external defibrillators (AEDs) in school facilities.***~~

~~***Note: SB 658 (Ch. 264, Statutes of 2015) amended Health and Safety Code 1797.196 to require notification of the local emergency medical services agency regarding the existence, location, and type of AED acquired. Pursuant to Health and Safety Code 1797.200, the local emergency medical services agency is designated by each county and may be the county health department, another agency that the county has established or contracted with, or a joint powers agency.***~~

~~***Note: Education Code 49417 and Health and Safety Code 1797.196 clarify that the district or district employee will not be liable for civil damages resulting from any act or omission in the rendering of emergency care or treatment provided the employee complies with the requirements of Health and Safety Code 1797.196 and does not act with gross negligence or willful or wanton misconduct by using, attempting to use, or maliciously failing to use an AED to render emergency care or treatment.***~~

When an automated external defibrillator (AED) is placed in a district school, the State Administrator/Superintendent or designee shall notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired. (Health and Safety Code 1797.196, 1797.200)

The State Administrator/Superintendent or designee shall ensure that any AED placed at a district school is maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer. (Health and Safety Code 1797.196)

The State Administrator/Superintendent or designee shall develop a written plan which describes the procedures to be followed in the event of a medical emergency, including an emergency that may involve the use of an AED. These procedures should include, but not be limited to, requirements for immediate notification of the 911 emergency telephone number in the event of an emergency that may involve the use of an AED.

(cf. 0450 - Comprehensive Safety Plan)

~~***Note: Health and Safety Code 1797.196, as amended by SB 658 (Ch. 264, Statutes of 2015), requires that the principal annually provide school employees the information specified below. It also requires that instructions on how to use the AED be in no less than 14 point type and posted next to every AED.***~~

~~***Note: As amended, Health and Safety Code 1797.196 repeals a requirement for completion of a training course and no longer requires principals to designate the trained employees who are available to respond to an emergency that may involve the use of an AED.***~~

The principal of any district school with an AED shall annually provide information to school employees that describes: (Health and Safety Code 1797.196)

1. Sudden cardiac arrest
2. The school's emergency response plan
3. The proper use of an AED

Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus. (Health and Safety Code 1797.196)

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

~~***Note: SB 658 (Ch. 264, Statutes of 2015) amended Health and Safety Code 1797.196 to reduce the inspection requirements from once every 30 days to once every 90 days.***~~

Each AED shall be checked for readiness at least biannually and after each use. In addition, the State Administrator/Superintendent or designee shall ensure that an inspection is made of all AEDs at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED. The State Administrator/Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)

(cf. 3580 - District Records)

(11/05 12/14) 12/15

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: January 20, 2016

Adopted:

King City, California

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

SUBJECT: Acceptance of 2014-15 Annual Financial Audit

MEETING: January 20, 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:

All school districts are audited at the end of each fiscal year. Michael Ash, CPA from Christy White Associates, LLC presented the audit earlier in the meeting.


Recommendation:

The recommendation is being made for the State Administrator to accept the 2014-15 financial audit.


Fiscal Impact:

Reduction to 2014-15 LCFF revenues in the amount of \$54,383

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Contract with #1 Achieve Academic Excellence for Supplemental Educational Services to be provided to Greenfield High School, King City High School and Portola Butler Continuation High School

MEETING: January 20, 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:

Schools that have been in Program Improvement (PI) for 2 or more years must offer parents the opportunity to enroll their student in Supplemental Educational Services (SES). These tutoring services offer students extra help in academic subjects such as reading, language arts, and mathematics. SES services are provided outside the regular school day, before and after school or on weekends, and are provided through Title I funding.

The South Monterey County Joint Union High School District will be offering SES tutoring services through #1 Achieve Academic Excellence. Only students who are eligible for free or reduced lunch may participate in this program.

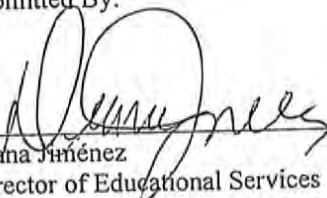
Recommendation:

The recommendation is being made for the State Administrator to approve #1 Achieve Academic Excellence as a Supplemental Educational Service provider to deliver tutoring to SMCJUHSD students.

Fiscal Impact:


Site Title I SES funds.

Submitted By:



Diana Jiménez
Director of Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MASTER CONTRACT

TITLE I- SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on November 30, 2015 between the **South Monterey County Joint Union High School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **#1 Academia de Servicio de Tutoría** the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Education Code section 35160 and section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;

- d. Requires provisions with respect to the making payment to the PROVIDER by the LEA;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parents/guardians elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA.

The PROVIDER shall ensure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless parents/guardians decide to contract for services beyond those paid for by the LEA. In such event, such services and charges shall be clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges between the parents/guardians and PROVIDER obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the State/Federal reimbursement amount, which has been determined not to exceed \$811.47 per student. PROVIDERS shall receive fees only for sessions in which the student attends.

Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

3. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA to any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all LEA students in their program.

4. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. If there is a change in location PROVIDER shall notify LEA prior to the change. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those who are cleared to work with students of the LEA. Employees and/or subcontractors must have both FBI and DOJ fingerprint clearance (AB 346)

A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those tutors who will be working with students.

6. Independent Contractor Status

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

7. Conflict of Interest:

This Agreement is subject to LEA Board Policy governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of its Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

8. Accident/Incident Report

PROVIDER agrees to contact LEA immediately and submit a written accident report to LEA within three (3) calendar days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

10. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including, but not limited to, California Education Code

section 49370 and California Penal Code section 11166 *et seq.* PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall contact LEA immediately in person or by phone and shall submit immediately, or as soon as practically feasible by facsimile and mail, within twenty-four (24) hours, an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children involving LEA students under PROVIDER's supervision.

11. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its Governing Board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including all consequential damages and expenses (including attorney fees) from any cause resulting from the negligent or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The LEA shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

14. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, Procure and maintain insurance under the Workers' Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this Agreement.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 17, below.

PROVIDER's contracted rate shall be \$50.00 per hour, for individualized instruction (one-to-one), at the student's home or public library. Each student shall receive up to 16.14 hours of instruction, and the pre-test and post-test sessions shall account for 1 hour each.

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, the amount of time of such service, and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log. Parent shall receive a copy of the monthly attendance log.

17. Records of Student Learning Plans & Progress Reports

PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Director of Educational Services of the **South Monterey County Joint Union High School District**. The determination of the LEA Director of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This Agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in **Monterey County, California**.

26. **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, to the extent that the intent of the parties can be fulfilled.

27. **Notices**

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA:

Diana Jimenez, Director of Educational Services
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

For PROVIDER:

#1 Academia de Servicio de Tutoria
Mario Flores
2550 Corporate Place C108
Monterey Park, Ca 91754
1-800-293-3091

28. **Authorized Representative**

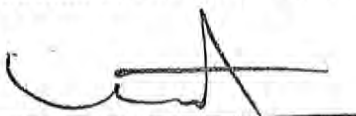
The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives. This contract is effective November 30, 2015 and terminates at 5:00p.m. on May 31, 2016, unless sooner terminated as provided herein.

PROVIDER:

#1 Academia de Servicio de Tutoria

BY:


Mario Flores

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

BY: _____

Fed ID # 27-1332524

(THIS FORM MAY NOT BE ALTERED IN ANYWAY)

10

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Contract with #1 Educando con
Tabletas for Supplemental Educational Services to be provided to
Greenfield High School, King City High School and Portola
Butler Continuation High School

MEETING: January 20, 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
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Summary:

Schools that have been in Program Improvement (PI) for 2 or more years must offer parents the opportunity to enroll their student in Supplemental Educational Services (SES). These tutoring services offer students extra help in academic subjects such as reading, language arts, and mathematics. SES services are provided outside the regular school day, before and after school or on weekends, and are provided through Title I funding.

The South Monterey County Joint Union High School District will be offering SES tutoring services through #1 Educando con Tabletas. Only students who are eligible for free or reduced lunch may participate in this program.

Recommendation:

The recommendation is being made for the State Administrator to approve #1 Educando con Tabletas as a Supplemental Educational Service provider to deliver tutoring to SMCJUHSD students.

Fiscal Impact:


Site Title I SES funds.

Submitted By:



Diana Jiménez
Director of Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MASTER CONTRACT

TITLE I- SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on November 30, 2015 between the **South Monterey County Joint Union High School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Educando Con Tabletas** the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Education Code section 35160 and section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
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- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

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PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its Governing Board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including all consequential damages and expenses (including attorney fees) from any cause resulting from the negligent or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The LEA shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

14. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, Procure and maintain insurance under the Workers' Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this Agreement.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 17, below.

PROVIDER's contracted rate shall be \$50.00 per hour, for individualized instruction (one-to-one), at the student's home or public library. Each student shall receive up to 16.14 hours of instruction, and the pre-test and post-test sessions shall account for 1 hour each.

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service, and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log. Parent shall receive a copy of the monthly attendance log.

17. Records of Student Learning Plans & Progress Reports

PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Director of Educational Services of the **South Monterey County Joint Union High School District**. The determination of the LEA Director of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This Agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in **Monterey County**, California.

26. **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, to the extent that the intent of the parties can be fulfilled.

27. **Notices**

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Diana Jimenez, Director of Educational Services
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

For PROVIDER: Educando Con Tabletas
Mario Flores
2550 Corporate Place C108
Monterey Park, Ca 91754

28. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives. This contract is effective November 30, 2015 and terminates at 5:00p.m. on May 31, 2016, unless sooner terminated as provided herein.

PROVIDER:
Educando Con Tabletas

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

BY: _____

Mario Flores

BY: _____

Fed ID # 27-1332524

(THIS FORM MAY NOT BE ALTERED IN ANYWAY)

10

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Contract with 1 iPad Gratis LLC for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola Butler Continuation High School

MEETING: January 20, 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:

Schools that have been in Program Improvement (PI) for 2 or more years must offer parents the opportunity to enroll their student in Supplemental Educational Services (SES). These tutoring services offer students extra help in academic subjects such as reading, language arts, and mathematics. SES services are provided outside the regular school day, before and after school or on weekends, and are provided through Title I funding.

The South Monterey County Joint Union High School District will be offering SES tutoring services through iPad Gratis LLC. Only students who are eligible for free or reduced lunch may participate in this program.

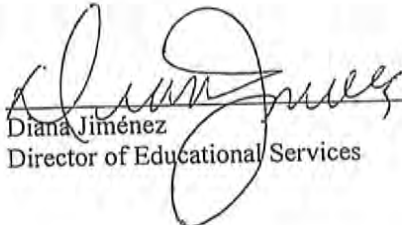
Recommendation:

The recommendation is being made for the State Administrator to approve 1 iPad Gratis LLC as a Supplemental Educational Service provider to deliver tutoring to SMCJUHSD students.


Fiscal Impact:

Site Title I SES funds.

Submitted By:


Diana Jiménez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MASTER CONTRACT

TITLE I- SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on November 30, 2015 between the **South Monterey County Joint Union High School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and *1 iPad Gratis LLC*, The supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Education Code section 35160 and section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;

- d. Requires provisions with respect to the making payment to the PROVIDER by the LEA;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parents/guardians elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA.

The PROVIDER shall ensure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless parents/guardians decide to contract for services beyond those paid for by the LEA. In such event, such services and charges shall be clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges between the parents/guardians and PROVIDER obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the State/Federal reimbursement amount, which has been determined not to exceed \$811.47 per student. PROVIDERS shall receive fees only for sessions in which the student attends.

Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

3. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA to any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all LEA students in their program.

4. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. If there is a change in location PROVIDER shall notify LEA prior to the change. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those who are cleared to work with students of the LEA. Employees and/or subcontractors must have both FBI and DOJ fingerprint clearance (AB 346)

A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those tutors who will be working with students.

6. Independent Contractor Status

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

7. Conflict of Interest:

This Agreement is subject to LEA Board Policy governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of its Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

8. Accident/Incident Report

PROVIDER agrees to contact LEA immediately and submit a written accident report to LEA within three (3) calendar days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

10. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including, but not limited to, California Education Code

section 49370 and California Penal Code section 11166 *et seq.* PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall contact LEA immediately in person or by phone and shall submit immediately, or as soon as practically feasible by facsimile and mail, within twenty-four (24) hours, an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children involving LEA students under PROVIDER's supervision.

11. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its Governing Board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including all consequential damages and expenses (including attorney fees) from any cause resulting from the negligent or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The LEA shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

14. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, Procure and maintain insurance under the Workers' Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this Agreement.

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PROVIDER's contracted rate shall be \$60.00 per hour, for individualized instruction (one-to-one), at the student's home or public library. Each student shall receive up to 16-18 hours of instruction depending upon the PPA, and the pre-test and post-test sessions shall account for 1 hour each.

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service, and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log. Parent shall receive a copy of the monthly attendance log.

17. Records of Student Learning Plans & Progress Reports

PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Director of Educational Services of the **South Monterey County Joint Union High School District**. The determination of the LEA Director of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This Agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in **Monterey County**, California.

26. **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, to the extent that the intent of the parties can be fulfilled.

27. **Notices**

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Diana Jimenez, Director of Educational Services
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

For PROVIDER: 1 iPad Gratis LLC
Julie Weeks, Manager
1976 S La Cienega Blvd C #238
Los Angeles Ca, 90034

28. **Authorized Representative**

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives. This contract is effective November 30, 2015 and terminates at 5:00p.m. on May 31, 2016, unless sooner terminated as provided herein.

PROVIDER:
1 iPad Gratis LLC

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

BY: Julie Weeks
Julie Weeks, Manager

BY: _____

Fed ID# 47-3480295

(THIS FORM MAY NOT BE ALTERED IN ANYWAY)

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

SUBJECT: Approval of Contract with 1 Online Tutoring LLC for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola Butler Continuation High School

MEETING: January 20, 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:

Schools that have been in Program Improvement (PI) for 2 or more years must offer parents the opportunity to enroll their student in Supplemental Educational Services (SES). These tutoring services offer students extra help in academic subjects such as reading, language arts, and mathematics. SES services are provided outside the regular school day, before and after school or on weekends, and are provided through Title I funding.

The South Monterey County Joint Union High School District will be offering SES tutoring services through 1 Online Tutoring LLC. Only students who are eligible for free or reduced lunch may participate in this program.

Recommendation:

The recommendation is being made for the State Administrator to approve 1 Online Tutoring LLC as a Supplemental Educational Service provider to deliver tutoring to SMCJUHS students.

Fiscal Impact:


Site Title I SES funds.

Submitted By:

Approved:



Diana Jiménez
Director of Educational Services



Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MASTER CONTRACT

TITLE I- SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on November 30, 2015 between the **South Monterey County Joint Union High School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **1 Online Tutoring LLC** the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Education Code section 35160 and section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;

- d. Requires provisions with respect to the making payment to the PROVIDER by the LEA;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parents/guardians elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA.

The PROVIDER shall ensure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless parents/guardians decide to contract for services beyond those paid for by the LEA. In such event, such services and charges shall be clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges between the parents/guardians and PROVIDER obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the State/Federal reimbursement amount., which has been determined not to exceed \$811.47 per student. PROVIDERS shall receive fees only for sessions in which the student attends.

Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

3. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA to any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all LEA students in their program.

4. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. If there is a change in location PROVIDER shall notify LEA prior to the change. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those who are cleared to work with students of the LEA. Employees and/or subcontractors must have both FBI and DOJ fingerprint clearance (AB 346)

A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those tutors who will be working with students.

6. Independent Contractor Status

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

7. Conflict of Interest:

This Agreement is subject to LEA Board Policy governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of its Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

8. Accident/Incident Report

PROVIDER agrees to contact LEA immediately and submit a written accident report to LEA within three (3) calendar days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

10. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including, but not limited to, California Education Code

section 49370 and California Penal Code section 11166 *et seq.* PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall contact LEA immediately in person or by phone and shall submit immediately, or as soon as practically feasible by facsimile and mail, within twenty-four (24) hours, an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children involving LEA students under PROVIDER's supervision.

11. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its Governing Board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including all consequential damages and expenses (including attorney fees) from any cause resulting from the negligent or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The LEA shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

14. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, Procure and maintain insurance under the Workers' Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this Agreement.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 17, below.

PROVIDER's contracted rate shall be \$55.00 per hour, for individualized instruction (one-to-one), at the student's home or public library. Each student shall receive up to 14.75 hours of instruction, and the pre-test and post-test sessions shall account for 1 hour each.

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, the amount of time of such service, and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log. Parent shall receive a copy of the monthly attendance log.

17. Records of Student Learning Plans & Progress Reports

PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Director of Educational Services of the **South Monterey County Joint Union High School District**. The determination of the LEA Director of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This Agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in **Monterey County**, California.

26. 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, to the extent that the intent of the parties can be fulfilled.

27. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Diana Jimenez, Director of Educational Services
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

For PROVIDER: 1 Online Tutoring LLC
Simon Anderson, Manager

28. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives. This contract is effective November 30, 2015 and terminates at 5:00p.m. on May 31, 2016, unless sooner terminated as provided herein.

PROVIDER:
1 Online Tutoring LLC

**SOUTH MONTEREY COUNTY JOINT 1
UNION HIGH SCHOOL DISTRICT**

BY: 
Simon Anderson, Manager

BY: _____

Fed ID # 46-5420620

(THIS FORM MAY NOT BE ALTERED IN ANYWAY)

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Contract with Jump Into Math, JIM Enterprises, Inc. for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola Butler Continuation High School

MEETING: January 20, 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:

Schools that have been in Program Improvement (PI) for 2 or more years must offer parents the opportunity to enroll their student in Supplemental Educational Services (SES). These tutoring services offer students extra help in academic subjects such as reading, language arts, and mathematics. SES services are provided outside the regular school day, before and after school or on weekends, and are provided through Title I funding.

The South Monterey County Joint Union High School District will be offering SES tutoring services through Jump Into Math, JIM Enterprises, Inc. Only students who are eligible for free or reduced lunch may participate in this program.


Recommendation:

The recommendation is being made for the State Administrator to approve Jump Into Math, JIM Enterprises, Inc. as a Supplemental Educational Service provider to deliver tutoring to SMCJUHS students.

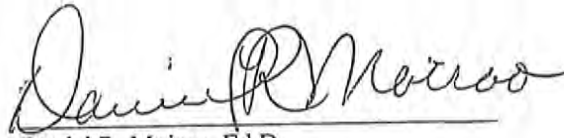
Fiscal Impact:

Site Title I SES funds.

Submitted By:


Diana Jiménez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MASTER CONTRACT

TITLE I- SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on November 30, 2015 between the **South Monterey County Joint Union High School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Jump Into Math** the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Education Code section 35160 and section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;

- d. Requires provisions with respect to the making payment to the PROVIDER by the LEA;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parents/guardians elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA.

The PROVIDER shall ensure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless parents/guardians decide to contract for services beyond those paid for by the LEA. In such event, such services and charges shall be clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges between the parents/guardians and PROVIDER obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the State/Federal reimbursement amount, which has been determined to not exceed **\$811.47 per student**. PROVIDERS shall receive fees only for sessions in which the student attends.

Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

3. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA to any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all LEA students in their program.

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5. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those who are cleared to work with students of the LEA. Employees and/or subcontractors must have both FBI and DOJ fingerprint clearance (AB 346)

A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those tutors who will be working with students.

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It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

7. Conflict of Interest:

This Agreement is subject to LEA Board Policy governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of its Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

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PROVIDER agrees to contact LEA immediately and submit a written accident report to LEA within three (3) calendar days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

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PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including, but not limited to, California Education Code

section 49370 and California Penal Code section 11166 *et seq.* PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall contact LEA immediately in person or by phone and shall submit immediately, or as soon as practically feasible by facsimile and mail, within twenty-four (24) hours, an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children involving LEA students under PROVIDER's supervision.

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PROVIDER shall defend, hold harmless, and indemnify LEA and its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its Governing Board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including all consequential damages and expenses (including attorney fees) from any cause resulting from the negligent or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The LEA shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

14. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, Procure and maintain insurance under the Workers' Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this Agreement.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

PROVIDER's contracted rate shall be \$67.62 per hour, for individualized instruction (one-to-one), at the student's home or public library. Each student shall receive up to 12 hours of instruction, not to exceed \$811.47, and the pre-test and post-test sessions shall account for 1 hour each. For Small Group rate shall be \$45.08 per hour, each student shall receive up to 18 hours, not exceed \$811.47

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service, and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log. Parent shall receive a copy of the monthly attendance log.

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PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Director of Educational Services of the **South Monterey County Joint Union High School District**. The determination of the LEA Director of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This Agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in **Monterey County**, California.

26. 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, to the extent that the intent of the parties can be fulfilled.

27. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Diana Jimenez, Director of Educational Services
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

For PROVIDER: Jump Into Math
DeeAnn Antonini, CEO
Jump Into Math – JIM Enterprises Inc.
3031 W. March Lane, Suite 330
Sotckton, California 95219
209-474-6284

28. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives. This contract is effective November 30, 2015 and terminates at 5:00p.m. on May 31, 2016, unless sooner terminated as provided herein.

PROVIDER:
Jump Into Math

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

BY: DeeAnn Antonini
DeeAnn Antonini, CEO

BY: _____

Fed ID# 20-5632174

(THIS FORM MAY NOT BE ALTERED IN ANYWAY)

10

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

SUBJECT: Approval of Contract with Learn with iPads LLC for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola Butler Continuation High School **MEETING:** January 20, 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:

Schools that have been in Program Improvement (PI) for 2 or more years must offer parents the opportunity to enroll their student in Supplemental Educational Services (SES). These tutoring services offer students extra help in academic subjects such as reading, language arts, and mathematics. SES services are provided outside the regular school day, before and after school or on weekends, and are provided through Title I funding.

The South Monterey County Joint Union High School District will be offering SES tutoring services through Learn with iPads LLC. Only students who are eligible for free or reduced lunch may participate in this program.

Recommendation:

The recommendation is being made for the State Administrator to approve Learn with iPads LLC, Inc. as a Supplemental Educational Service provider to deliver tutoring to SMCJUHSD students.

Fiscal Impact:


Site Title I SES funds.

Submitted By:



Diana Jiménez
Director of Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MASTER CONTRACT

TITLE I- SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on November 30, 2015 between the **South Monterey County Joint Union High School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Learn with iPads LLC (7095 Hollywood Blvd #772, Hollywood, Ca 90028)**, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Education Code section 35160 and section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;

- d. Requires provisions with respect to the making payment to the PROVIDER by the LEA;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parents/guardians elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA.

The PROVIDER shall ensure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless parents/guardians decide to contract for services beyond those paid for by the LEA. In such event, such services and charges shall be clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges between the parents/guardians and PROVIDER obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the State/Federal reimbursement amount, which has been determined not to exceed \$811.47 per student. PROVIDERS shall receive fees only for sessions in which the student attends.

Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

3. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA to any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all LEA students in their program.

4. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. If there is a change in location PROVIDER shall notify LEA prior to the change. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those who are cleared to work with students of the LEA. Employees and/or subcontractors must have both FBI and DOJ fingerprint clearance (AB 346).

A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those tutors who will be working with students.

6. Independent Contractor Status

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

7. Conflict of Interest:

This Agreement is subject to LEA Board Policy governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of its Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

8. Accident/Incident Report

PROVIDER agrees to contact LEA immediately and submit a written accident report to LEA within three (3) calendar days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

10. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including, but not limited to, California Education Code

section 49370 and California Penal Code section 11166 *et seq.* PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall contact LEA immediately in person or by phone and shall submit immediately, or as soon as practically feasible by facsimile and mail, within twenty-four (24) hours, an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children involving LEA students under PROVIDER's supervision.

11. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its Governing Board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including all consequential damages and expenses (including attorney fees) from any cause resulting from the negligent or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The LEA shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

14. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, Procure and maintain insurance under the Workers' Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this Agreement.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 17, below.

PROVIDER's contracted rate shall be \$70.00 per hour, for individualized instruction (one-to-one), at the student's home or public library. Each student shall receive up to 11.59 hours of instruction, and the pre-test and post-test sessions shall account for 1 hour each.

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service, and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log. Parent shall receive a copy of the monthly attendance log.

17. Records of Student Learning Plans & Progress Reports

PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Director of Educational Services of the **South Monterey County Joint Union High School District**. The determination of the LEA Director of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This Agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in **Monterey County**, California.

26. 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, to the extent that the intent of the parties can be fulfilled.

27. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Diana Jimenez, Director of Educational Services
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

For PROVIDER: Learn with iPads LLC
7095 Hollywood Blvd #772
Hollywood, California 90028


28. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives. This contract is effective November 30, 2015 and terminates at 5:00p.m. on May 31, 2016, unless sooner terminated as provided herein.

PROVIDER:
Learn with iPads LLC

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

BY: 
Wendy Gorog (SES Provider)

BY: _____

Fed ID # 47-3480413

(THIS FORM MAY NOT BE ALTERED IN ANYWAY)

10

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

SUBJECT: Approval of Contract with Professional Tutors of America Inc. for Supplemental Educational Services to be Provided to Greenfield High School, King City High School and Portola Butler Continuation High School

MEETING: January 20, 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:

Schools that have been in Program Improvement (PI) for 2 or more years must offer parents the opportunity to enroll their student in Supplemental Educational Services (SES). These tutoring services offer students extra help in academic subjects such as reading, language arts, and mathematics. SES services are provided outside the regular school day, before and after school or on weekends, and are provided through Title I funding.

The South Monterey County Joint Union High School District will be offering SES tutoring services through Professional Tutors of America Inc. Only students who are eligible for free or reduced lunch may participate in this program.

Recommendation:

The recommendation is being made for the State Administrator to approve Professional Tutors of America Inc. as a Supplemental Educational Service provider to deliver tutoring to SMCJUHSD students.


Fiscal Impact:

Site Title I SES funds.

Submitted By:

Approved:


Djana Jimenez
Director of Educational Services


Daniel R. Moirao, Ed.D.
State Administrator

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MASTER CONTRACT

TITLE I- SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDERS

THIS MASTER CONTRACT ("Contract") is made and entered into on November 30, 2015 between the **South Monterey County Joint Union High School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the State of California, and **Professional Tutors of America Inc., 3350 E. Birch Street, Suite 108, Brea, California 92821 (800)832-2487**, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those identified by the District who meet specific requirements under Title I.

WHEREAS, the LEA is authorized by Education Code section 35160 and section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 1116(e)(3)(A) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured, and timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP;
- b. Requires a description of how and when the PROVIDER will regularly inform, in accordance with the ISSA (Individual Supplemental Services Agreement), the student's parent, and LEA of the student's progress toward achievement of the agreed upon measurable goals;
- c. Requires a provision for the termination of the Agreement if the PROVIDER is unable to meet the goals and timetables required;

- d. Requires provisions with respect to the making payment to the PROVIDER by the LEA;
- e. Prohibits the PROVIDER from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

WHEREAS, PROVIDER has been approved by the California State Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parents/guardians elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA.

The PROVIDER shall ensure that all student ISSAs are completed within forty-five (45) days of receipt of student information or by exception based on a mutual written agreement between the LEA and PROVIDER.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless parents/guardians decide to contract for services beyond those paid for by the LEA. In such event, such services and charges shall be clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. In no event shall the agreed upon charges between the parents/guardians and PROVIDER obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the State/Federal reimbursement amount, which has been determined not to exceed \$811.47 per student. PROVIDERS shall receive fees only for sessions in which the student attends.

Under no circumstances shall parents/guardians and/or students be given an incentive for enrolling in a specific Supplemental Educational Services Program.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

3. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA to any student record including student email address without the written consent of the parent/guardian or LEA. PROVIDER agrees to provide access to and copies of student records including assessments, progress reports, samples of student work and end of year student report reflecting percentage of objectives met by the student to LEA and/or the parents/guardians of LEA's student. PROVIDER will also provide LEA with an end of year summary indicating the total number of students that met 95% of their objectives during the period of the contract. No later than thirty (30) days after termination of services PROVIDER shall turn over to LEA all required documents for all LEA students in their program.

4. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. If there is a change in location PROVIDER shall notify LEA prior to the change. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have ongoing access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Fingerprints/TB Clearance

In accordance with California Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes; PROVIDER shall supply LEA with a list of names of those who are cleared to work with students of the LEA. Employees and/or subcontractors must have both FBI and DOJ fingerprint clearance (AB 346).

A fingerprint certification will be required. Additionally all providers will be required to submit a TB clearance for those tutors who will be working with students.

6. Independent Contractor Status

This Agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

7. Conflict of Interest:

This Agreement is subject to LEA Board Policy governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of its Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

8. Accident/Incident Report

PROVIDER agrees to contact LEA immediately and submit a written accident report to LEA within three (3) calendar days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

10. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including, but not limited to, California Education Code

section 49370 and California Penal Code section 11166 *et seq.* PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner. PROVIDER shall contact LEA immediately in person or by phone and shall submit immediately, or as soon as practically feasible by facsimile and mail, within twenty-four (24) hours, an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children involving LEA students under PROVIDER's supervision.

11. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its Governing Board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligent or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its Governing Board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including all consequential damages and expenses (including attorney fees) from any cause resulting from the negligent or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The LEA shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

14. Insurance

During the entire term of this Agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this Agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, Procure and maintain insurance under the Workers' Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this Agreement.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, including attendance verification logs signed by parent and/or guardian or computer log-in records. Such invoices with amount due shall be submitted within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

PROVIDER's contracted rate shall be \$68.00 per hour, for individualized instruction (one-to-one), at the student's home or public library. Each student shall receive up to 11.93 hours of instruction, and the pre-test and post-test sessions shall account for 1 hour each.

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, the amount of time of such service, and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log. Parent shall receive a copy of the monthly attendance log.

17. Records of Student Learning Plans & Progress Reports

PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Director of Educational Services of the **South Monterey County Joint Union High School District**. The determination of the LEA Director of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This Agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this Agreement, PROVIDER shall comply with all applicable Federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in **Monterey County**, California.

26. 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, to the extent that the intent of the parties can be fulfilled.

27. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Diana Jimenez, Director of Educational Services
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930

For PROVIDER: Robert Gordon
Professional Tutors of America Inc.
3350 E. Birch Street, Suite 108
Brea, CA 92821

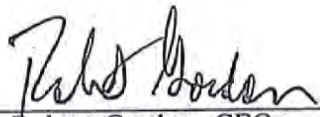
28. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives. This contract is effective November 30, 2015 and terminates at 5:00p.m. on May 31, 2016, unless sooner terminated as provided herein.

PROVIDER:
Professional Tutors of America Inc.

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

BY: 
Robert Gordon, CEO
Professional Tutors of America Inc.

BY: _____

Fed ID# 33-0015574

(THIS FORM MAY NOT BE ALTERED IN ANYWAY)

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

SUBJECT: Approval of Statistics Math Course

MEETING: January 20, 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:

Statistics is a course designed for Juniors and Seniors who have completed Math III. This course covers topics such as probabilities, discrete and continuous random variables, exponential distributions, organizing and displaying data by using frequency tables, use of Excel and other technology to solve and graph problems. Statistics is a foundational course for students interested in pursuing careers in STEM.

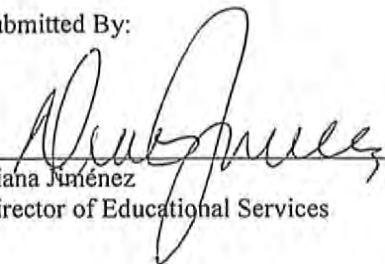
Recommendation:

It is recommendation of the District that the State Administrator approve Statistics math course.

Fiscal Impact:


Approximately \$2,000 to cover cost of textbooks (from restricted lottery textbooks funds).

Submitted By:



Diana Jiménez
Director of Educational Services

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* must be fully completed by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER ISAAC BENTON SCHOOL KING CITY H.S.
 NAME OF PROPOSED COURSE STATISTICS SEMESTER OR FULL YEAR (circle)
 DEPARTMENT MATHEMATICS MEETS A-G: Yes or No (circle)
 OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more) ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks <u>Statistics Textbook</u>	<u>Author: Mario Triola</u>	<u>\$19.61 per copy</u>
Equipment <u>Computers</u>	<u>—</u>	<u>—</u>
Facilities <u>Computer Lab</u>	<u>—</u>	<u>—</u>
Teacher Training <u>—</u>	<u>—</u>	<u>—</u>

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER Isaac Benton SCHOOL King City H.S.
NAME OF PROPOSED COURSE Statistics

1 DISCUSSION WITH PRINCIPAL DATE _____ PRINCIPAL SIGNATURE [Signature]

2 DISCUSSION WITH DEPT. CHAIR DATE 11/4/15 DEPT. CHAIR SIGNATURE [Signature]

3 REVIEW AT DEPARTMENT MEETING DATE 11/4/15 APPROVED / DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM DATE 11/24/15 APPROVED / DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL Date 12/10/15 APPROVED / DISAPPROVED (circle one)

STATE ADMINISTRATOR Date 1-6-16 APPROVED / DISAPPROVED (circle one)

BOARD APPROVAL Date _____ APPROVED / DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

New proposed course: Statistics

- Content to be studied:
1. Independent events and their rules for addition, multiplication, and complementation to solve problems in probabilities and finite sample spaces.
 2. Conditional probabilities and their rules for addition, multiplication, and complementation to solve problems in probabilities and finite sample spaces.
 3. Discrete and continuous random variables and their uses to solve probabilities of outcomes.
 4. Normal, binomial, and exponential distributions and their uses to solve problems of particular events.
 5. Determine, and know definitions of, mean, median, mode, range, variance, and standard deviation of normally distributed random variables.
 6. Organize and display data by using frequency tables, histograms, line and bar graphs, stem-and-leaf plot, scatter plots, and box-plot.
 7. Use of technology to solve and graphs problems in probabilities and statistics, including excel, mini-tab, and graphing calculators.

Why this course?

This course is proposed as an option for students who may want to pursue a career in a STEM (Science, Technology, Engineering, and Mathematics) field. Our new mathematics pathways are geared closer to

statistics, and less towards the traditional mathematics courses. In conjunction, our local community colleges (Cuesta, Hartnell, MPC) are offering more statistics classes, and less classes in the Calculus pathways. Thus, this course can help prepare our students for success in our local colleges. Successful students can take the AP Statistics Exam as well.

Prerequisite: The prerequisite for this course is Math III. It's an option for college prep kids who may want a degree in a STEM field. The current options for these students are AP Calculus, and Financial Algebra.

Board and School Goals:

1. A Statistics course can help our 11th and 12th graders to become "college ready" if they decide to take a Statistics, or closely related, course in college.
2. A statistics course can help our Juniors to score higher on the Smarter Balance State Exam.
3. Statistics is emphasizes more-so in the Math I, II, III sequence, than the traditional Algebra, Geometry, Advanced sequence.

Scheduling implications: Students may take this course instead of a Financial Algebra or AP Calculus class. Further, they can take this course along with one, or both, or the courses listed above.

Staffing implications: Mr. Benton is currently teaching Elementary Statistics at Hartnell College. All math teachers have taken at least

one statistics course in college. Math teachers are highly trained, thus no additional staffing implications are needed.

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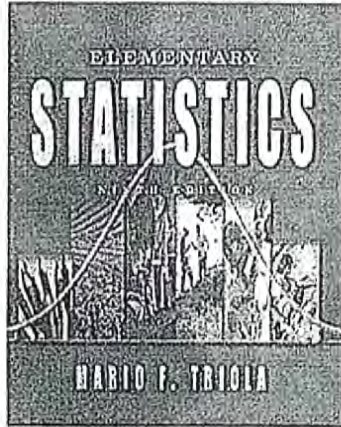
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Elementary Statistics: High School Edition Hardcover – March, 2005

by Mario F. Triola (Author)

1 customer review

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Elementary Statistics - 9th Edition



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Understanding Basic Statistics: High School Edition
Charles Henry Brase
1
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Elementary Statistics: Picturing the World (5th Edition)
Ron Larson
89
Hardcover



Product Details

Hardcover

Publisher: Addison-Wesley Pub (T); 9 edition (March 2005)

Language: English

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ISBN-13: 978-0321198181

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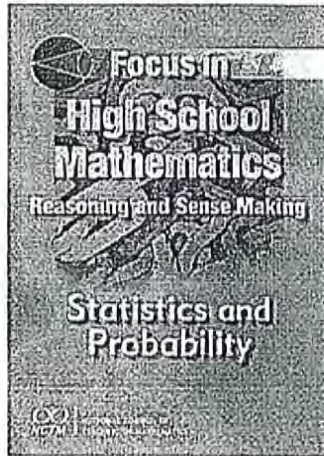
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by National Council of Teachers of Mathematics (Author), Mike Shaughnessy (Author), NCTM (Editor)

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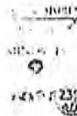
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**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
GOVERNING BOARD**

SUBJECT: Approval of Creative Writing Course

MEETING: January 6, 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:

Creative writing is an elective course for students who are in their Junior or Senior year and want to explore different writing styles and genres. Students will write poetry, short stories, and creative non-fiction. Through this course students will develop their revision and editing skills and will read a wide-variety of literary texts.

Recommendation:

It is the recommendation of the District that the State Administrator approve the Creative Writing course.


Fiscal Impact:

Approximately \$600.00 for a class set of creative writing textbooks (from restricted lottery textbook funding).

Submitted By:


Diana Jiménez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* **must be fully completed** by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER Ashley Russ SCHOOL King City High
 NAME OF PROPOSED COURSE Creative Writing SEMESTER OR FULL YEAR (circle)
 DEPARTMENT English MEETS A-G Yes or No (circle): Planning to get A-G
 OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more) ELECTIVE Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	<i>Making Shapely Fiction: Norton and Company</i>	15.95 per student x 35 (class set)= 558.25
Equipment	NA	
Facilities	Classroom	
Teacher Training	NA	

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER Ashley Russ SCHOOL KCHS

NAME OF PROPOSED COURSE Creative Writing

1 DISCUSSION WITH PRINCIPAL DATE _____ PRINCIPAL SIGNATURE [Signature]

2 DISCUSSION WITH DEPT. CHAIR DATE 11/30/15 DEPT. CHAIR SIGNATURE [Signature]

3 REVIEW AT DEPARTMENT MEETING DATE 10/14/15 APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM DATE 12/3/15 APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL Date 12/10/15 APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR Date 1-6-16 APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL Date _____ APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)
REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Creative Writing is an elective course for students who are in their Junior and Senior year and who are motivated to write. Students will write poetry, short stories, and creative non-fiction. Students will use class time to hone writing skills, to develop polished pieces and to critique each other's work. Students will read and analyze a wide range of fiction, poetry, non-fiction and essays. In addition, students will work on publication through a variety of venues, including publishing a school literary magazine.

*Students will learn various literary techniques from published authors which they will then use to explore their own writing.

*Students will analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters/archetypes are introduced and developed, how authors play with setting, etc.).

*Students will learn to analyze works of literature from American and international writers, using language in original ways, exploring point of view.

*Students will explore their own experiences as individuals and draw from those experiences to create a distinct voice.

*Students will produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

*Students will write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.

a. Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.

b. Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.

c. Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).

d. Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.

e. Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.

*Students will work on revision of writing they are invested in.

*Students will develop their critical thinking skills by evaluating what other authors are doing well and not well, learning from those conversations to then better their own work.

*Students will learn the vocabulary of writers: metaphor, alliteration, assonance, cacophony, irony, hyperbole, allusion, cliché, villanelle, etc.

*Students will produce quarterly writing portfolios that demonstrate choices they made as writers and will present their writing to the class.

*Students will edit and publish their work through their own school literary magazine.

The Creative Writing course is divided into four units based on a quarter system. Each unit builds upon the previous to ensure that students have the necessary scaffolding to become advanced writers by the end of the course. They will engage in analytical discussions and Socratic Seminars on a wide range of literary texts, including, but not limited to, contemporary and classical American and international prose and poetry. Students will learn how to think critically about their own work and value the creative writing process of editing and re-editing. Their final portfolios will prove their understanding and accomplishment of the required skills.

Students are expected to:

*Create a portfolio at the end of each unit, displaying their best edited work.

*Use rubrics to evaluate their work.

*Participate in writer's workshops providing and using constructive feedback on their writing.

*Complete daily or weekly tests that reflect their learning for that day or week.

*Participate in class discussions, offering their perspectives on the work we are reading and analyzing.

*We will use group work, individual work, modeling and rewriting.

TEXTS:

- *Making Shapely Fiction*—class set for students (read completely)
- *Norton Anthology of Fiction/Poetry* (excerpts)
- *Bear Flag Republic: Prose Poems and Poetics from California*
- *The Elements of Style* (excerpts)
- Various selected pieces to demonstrate the skills student must master—selected at the discretion of the teacher

Unit 1/Quarter 1: Basic Elements

Unit one provides the foundational skills that beginning creative writers need as they begin to explore the elements of fiction. They will work on “showing not telling” through creating believable characters, dialogue, setting, brief scenes, and begin to explore plot. They will begin to learn how to be their own

best critic and how to professional critique the work of others in a workshop environment. They will begin to analytically evaluate the work of professional writers and apply the techniques they discover to their own work. They will create a quarter portfolio of polished pieces (not whole stories but sections/scenes/etc.).

Reading for Literature 1-10 (introduction to skills) ** 1-3, 7 Strong Focus

Writing Standards 1-2: Students will respond to published authors' works by critiquing, analyzing, and evaluating choices those authors made, the end goal being to use those analyses to further improve their own creative writing.

Writing Standards 3-10

Speaking and Listening: 1-6 (every quarter these skills are used while critiquing published authors' works as well as student works)

Language: 1-6 (every quarter these skills are honed as students edit and revise their own works).

Unit 2: Crafting and Editing

In unit 2, the focus will be editing skills. Students will take the work they began in Quarter 1 and develop longer pieces that are more polished. They will further their understanding of literary elements (such as character development and plot) to increase the quality of their work. Students will critique each other's work, developing the language needed to give thoughtful feedback, praising what is working and asking clarifying questions when confusion arises for the reader. They will create a quarter portfolio of complete and polished pieces.

Reading for Literature 1-10 (continuing skills)

Writing Standards 1-2: Students will respond to published authors' works by critiquing, analyzing, and evaluating choices those authors made, the end goal being to use those analyses to further improve their own creative writing.

**Writing Standards 3-6, & 10 Strong focus

Writing 1-2, 7-9 (cont. skills)

Speaking and Listening: 1-6 (every quarter these skills are used while critiquing published authors' works as well as student works)

Language: 1-6 (every quarter these skills are honed as students edit and revise their own works).

Unit 3: Prose Poetry

In unit 3, students will explore the more approachable middle ground between prose and poetry, that is, Prose Poetry. In this unit, students will study various poems from a collection of Californian poets,

exploring how writers blur the lines between poetry and prose. Students will be encouraged to look at form and structure, paying attention to poetic devices such as anaphora, repetition, metaphor/simile, diction, rhyme, etc., while building on the story-telling skills that they learned in previous quarters to make poems that vividly convey a sense of time, place, and experience. They will be encouraged to showcase their own unique voice as well as draw on their own experiences to heighten the sense of authenticity in the works that they create. Students will again create a portfolio of their best work and they will present and perform at least one of their poems at an open mic night. This experience will not only give students an opportunity to share their work with people outside of class, but also let them practice their public speaking skills and connect with their community—both necessary practices for college and career ready individuals.

Reading for Literature 1-10

Writing Standards 1-2: Students will respond to published authors' works by critiquing, analyzing, and evaluating choices those authors made, the end goal being to use those analyses to further improve their own creative writing.

Writing Standards 3-10

Speaking and Listening: 1-6 (every quarter these skills are used while critiquing published authors' works as well as student works)

Language: 1-6 (every quarter these skills are honed as students edit and revise their own works).

Unit 4: Creative Non-Fiction

Unit 4 will tie together all the skills learned in the first 3 quarters. Students will explore creative non-fiction, written by published authors, as well as write their own non-fiction. This quarter will have students focus heavily on using creative techniques to convey their distinct voice as they retell true events. The goals for this unit are:

1. Publication of a literary magazine that features polished student writing from the whole year (partnering with the art department if able)
2. A finalized portfolio of a year's worth of work
3. Writing a creative non-fiction college entrance essay
 - o Writing an essay that stands out from the crowd is crucial for a student's acceptance into college. Many students have the grades and extracurricular requirements for college applications but fail to impress when it comes to their essays. The final essay they will write will utilize the unique voice and skills they've been developing all year. With hope, they will not only write an essay that impresses, but have the skills necessary to write other polished pieces as the situation arises.

Reading for Informational Texts 1-10

Reading for Literature 1-10

Writing Standards 1-2: Students will respond to published authors' works by critiquing, analyzing, and evaluating choices those authors made, the end goal being to use those analyses to further improve their own creative writing.

Writing Standards 3-10

Speaking and Listening: 1-6 (every quarter these skills are used while critiquing published authors' works as well as student works)

Language: 1-6 (every quarter these skills are honed as students edit and revise their own works).

2. Why is this proposed course needed?

Creative writing is extremely important to a young writer's developing voice. With the Common Core, students have many opportunities to become advanced at writing arguments and explanatory texts but leaves little opportunity to develop their own voice and style. Students spend a lot of time evaluating and writing about other writers' works, but have little time to write pieces they've chosen to write on their own.

Students are facing a tough job market and even tougher chances at being accepted into top colleges. The skills, both written and spoken, that they learn in creative writing not only prepare them for those challenges, they also prepare them for thinking creatively. Employers want critical thinkers, but they also desire creative minds that think outside the box. It is also important for students, especially from small cities, to feel as if they have contributed something to their world. Creative Writing is not simply about writing stories; it is about a sharing and communication of ideas, among the writers as well as the writers' community.

3. How does this proposed course impact course sequencing or pathways within the department?

This course is an elective course. It does not interfere with the 4-year English tract. It is meant to complement the English courses Juniors and Seniors take.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is no prerequisite. The reason that this course is open to Juniors and Seniors is that students must possess basic writing skills and have a level of maturity that is needed for completing self-directed projects. The end of the year essay is also more applicable to Juniors and Seniors.

5. How will this proposed course support Board and school goals?

The goal of the school and the board is to make sure that we are graduating students who are college and career ready. This course is extremely rigorous in that it asks students to think, read, speak and write critically about the writing of published authors; it also asks students to be critical about their own writing as well. They will read a wide variety of texts and will be expected to evaluate authors' choices relating to diction, voice, perspective, character development, intention, etc. and then be required to speak thoughtfully on those choices. Students will participate in weekly seminars that evaluate their understanding of the texts they've read. Students will then be expected to apply the techniques they've learned from other writers to their own work. We will cover all the Common Core Standards within a year, but we will approach these standards from a creative perspective. This course is especially

beneficial to students because it will require them to use academic language to speak about texts on a daily basis. Students will also be writing on a daily basis. This personal writing is also crucial to a young writer's voice, as state in a previous section. Students will learn to have confidence in their own writing by learning to be their own toughest critic.

6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.

At least one section would be available (depending on availability of the teacher). If there are enough students that want to sign up, then we can offer another section, depending on if I have another section that I can teach. As part of this application, I have submitted a list of students who are interested in this course. I anticipate more students, however, I wanted to include those who would like to take it as of now.

7. What are the staffing implications? Address teacher certification/credential issues.

A teacher with an English Credential would be the best suited for teaching the course, preferably one who holds a Creative Writing BA or higher. I hold a BA and would volunteer for teaching this course next year.

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

SUBJECT: Approval of Online Elective Courses- APEX

MEETING: January 20, 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:

Apex is a rigorous and customizable online solution for credit recovery. Apex offers standards-aligned electives to meet high school graduation requirements.

Online elective courses that need approval:

Sociology	College and Career Preparation I	Business Application	Intro to Health Science
Creative writing (A-G)	College and Career Preparation II	Intro to Business and Marketing	Intermediate Health Science
Multicultural Studies (A-G)	Art Appreciation		

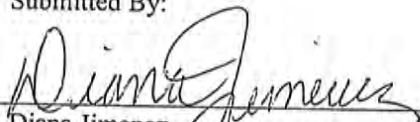
Recommendation:

It is the recommendation of the District that the State Administrator approve the Apex online elective courses.


Fiscal Impact:

None.

Submitted By:


Diana Jimenez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* **must be fully completed** by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Sociology (Online)**

SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **Electives**

MEETS A-G: Yes or **No** (circle)

OPEN TO STUDENTS IN GRADES **9**, **10**, **11**, **12** (circle one or more)

ELECTIVE: **Yes** or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Licensed Software	There is no current cost. We already have the licenses.
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE: **Sociology (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Sociology examines why people think and behave as they do in relationships, groups, institutions, and societies.

Major course topics include individual and group identity, social structures and institutions, social change, social stratification, social dynamics in recent and current events, the effects of social change on individuals, and the research methods used by social scientists.

In online discussions and polls, students reflect critically on their own experiences and ideas, as well as on the ideas of sociologists. Interactive multimedia activities include personal and historical accounts to which students can respond, using methods of inquiry from sociology. Written assignments and journals provide opportunities to practice and develop skills in thinking and communicating about human relationships, individual and group identity, and all other major course topics.

The course content is based on the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have required prerequisites nor a pathway sequence as it is an independent elective.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a required prerequisite.

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

South Monterey County Joint Union High School District

- 6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.**

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

- 7. What are the staffing implications? Address teacher certification/credential issues.**

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/19/15

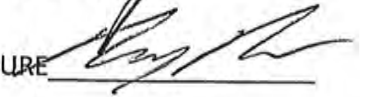
PRINCIPAL SIGNATURE



2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE



3 REVIEW AT DEPARTMENT MEETING

DATE N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15

APPROVED/DISAPPROVED (circle one)



District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date 12/10/15

APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date 12/14/15

APPROVED/DISAPPROVED (circle one)



BOARD APPROVAL

Date _____

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Sociology



Sociology examines why people think and behave as they do in relationships, groups, institutions, and societies.

Major course topics include individual and group identity, social structures and institutions, social change, social stratification, social dynamics in recent and current events, the effects of social change on individuals, and the research methods used by social scientists.

In online discussions and polls, students reflect critically on their own experiences and ideas, as well as on the ideas of sociologists. Interactive multimedia activities include personal and historical accounts to which students can respond, using methods of inquiry from sociology. Written assignments and journals provide opportunities to practice and develop skills in thinking and communicating about human relationships, individual and group identity, and all other major course topics.

The course content is based on the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies.

Unit 1: What Is Sociology?

- Lesson 1: Applying the Sociological Perspective
- Lesson 2: The Emergence of Sociology
- Lesson 3: Ways of Thinking About Society
- Lesson 4: Approaches to Sociological Investigation
- Lesson 5: Methods of Social Research
- Lesson 6: What Is Sociology? Wrap-Up
- Lesson 7: Diagnostic

Unit 2: What Is Society?

- Lesson 1: What Is Culture?
- Lesson 2: Socialization: Creating the Person
- Lesson 3: Society's Building Blocks: Social Structure and Interaction
- Lesson 4: Society's Building Blocks: Groups and Organizations
- Lesson 5: Breaking the Rules: Deviance
- Lesson 6: What Is Society? Wrap-Up
- Lesson 7: Diagnostic

Unit 3: What Is Social Inequality?

- Lesson 1: Dimensions of Inequality
- Lesson 2: Social Class in the United States
- Lesson 3: Race and Ethnicity
- Lesson 4: Gender and Sexual Identity
- Lesson 5: Aging and the Elderly
- Lesson 6: What Is Social Inequality Wrap Up
- Lesson 7: Diagnostic

Unit 4: What Are Social Institutions?

- Lesson 1: Institutions at Work: Jobs and the Economy
- Lesson 2: Politics and Government
- Lesson 3: Families and Religion
- Lesson 4: Mass Media and Medicine
- Lesson 5: Issues in Education
- Lesson 6: What are Social Institutions? Wrap-Up
- Lesson 7: Diagnostic

Unit 5: What is Social Change?

- Lesson 1: Population Growth and Urbanization
- Lesson 2: Social Changes Through Time and Technology
- Lesson 3: Globalization and the Environment
- Lesson 4: Collective Behavior and Social Movements
- Lesson 5: Youth, Media and Social Change in the 21st Century
- Lesson 6: What Is Social Change? Wrap-Up
- Lesson 7: Diagnostic

Unit 6: Sociology Review and Exam

- Lesson 1: Sociology Review and Exam

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: No

Optional Materials: No

Question Banks: Yes

English Narration: Yes

Related Documents:



About Outline Guides

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_about.pdf)



Outline Guides: Social Studies

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_socialstudies_2.xls)

Contact Support (</contact>) | Sign in to Apex Learning (<https://www.apexvs.com>) | Privacy

([//www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true)) | Terms

([//www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true))

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

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PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Creative Writing (Online)**

SEMESTER OR **FULL YEAR** (circle)

DEPARTMENT: **Electives**

MEETS A-G: **Yes** or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, **11, 12** (circle one or more)

ELECTIVE: **Yes** or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Licensed Software	There is no current cost. We already have the licenses.
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE: **Creative Writing (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Creative Writing is an English elective course that focuses on the exploration of short fiction and poetry, culminating in a written portfolio that includes one revised short story and three to five polished poems. Students draft, revise, and polish fiction and poetry through writing exercises, developing familiarity with literary terms and facility with the writing process as they study elements of creative writing.

Elements of fiction writing explored in this course include attention to specific detail, observation, character development, setting, plot, and point of view. In the poetry units, students learn about the use of sensory details and imagery, figurative language, and sound devices including rhyme, rhythm and alliteration. They also explore poetic forms ranging from found poems and slam poetry to traditional sonnets and villanelles. In addition to applying literary craft elements in guided creative writing exercises, students engage in critical reading activities designed to emphasize the writing craft of a diverse group of authors. Students study short stories by authors such as Bharati Mukherjee and Edgar Allan Poe, learning how to create believable characters and develop setting and plot. Likewise, students read poetry by canonical greats such as W. B. Yeats and Emily Dickinson as well as contemporary writers such as Pablo Neruda, Sherman Alexie, and Alice Notley. Studying the writing technique of a range of authors provides students with models and inspiration as they develop their own voices and refine their understanding of the literary craft.

By taking a Creative Writing course, students find new approaches to reading and writing that can affect them on a personal level, as the skills they gain in each lesson directly benefit their own creative goals. Students who are already actively engaged writers and readers learn additional tools and insight into the craft of writing to help them further hone their skills and encourage their creative as well as academic growth.

All English electives content is based on the National Council of Teachers of English (NCTE) standards.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students. This creative writing course has been approved by University of California as an A-G English course.

South Monterey County Joint Union High School District

- 3. How does this proposed course impact course sequencing or pathways within the department?**

This course does not have a pathway sequence as it is an independent elective.

- 4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?**

The students must have completed 10th grade English.

- 5. How will this proposed course support Board and school goals?**

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

- 6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.**

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

- 7. What are the staffing implications? Address teacher certification/credential issues.**

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/17/15

PRINCIPAL SIGNATURE

STJ

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE

[Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15

APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date 12/10/15 sh

APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date 12/14/15 DP

APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date _____

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date: _____

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Creative Writing



Creative Writing is an English elective course that focuses on the exploration of short fiction and poetry, culminating in a written portfolio that includes one revised short story and three to five polished poems. Students draft, revise, and polish fiction and poetry through writing exercises, developing familiarity with literary terms and facility with the writing process as they study elements of creative writing.

Elements of fiction writing explored in this course include attention to specific detail, observation; character development, setting, plot, and point of view. In the poetry units, students learn about the use of sensory details and imagery, figurative language, and sound devices including rhyme, rhythm and alliteration. They also explore poetic forms ranging from found poems and slam poetry to traditional sonnets and villanelles.

In addition to applying literary craft elements in guided creative writing exercises, students engage in critical reading activities designed to emphasize the writing craft of a diverse group of authors. Students study short stories by authors such as Bharati Mukherjee and Edgar Allan Poe, learning how to create believable characters and develop setting and plot. Likewise, students read poetry by canonical greats such as W. B. Yeats and Emily Dickinson as well as contemporary writers such as Pablo Neruda, Sherman Alexie, and Alice Notley. Studying the writing technique of a range of authors provides students with models and inspiration as they develop their own voices and refine their understanding of the literary craft.

By taking a Creative Writing course, students find new approaches to reading and writing that can affect them on a personal level, as the skills they gain in each lesson directly benefit their own creative goals. Students who are already actively engaged writers and readers learn additional tools and insight into the craft of writing to help them further hone their skills and encourage their creative as well as academic growth.

All English electives content is based on the National Council of Teachers of English (NCTE) standards.

Course Outline

Unit 1: Introduction to Creative Writing and Fiction, Part 1

- Lesson 1: Get Excited About Writing!
- Lesson 2: Who Are You Anyway? Developing a Character
- Lesson 3: Who's on First? Developing a Point of View
- Lesson 4: Stable and Shifting Vantage Points

Unit 2: Fiction, Part 2

- Lesson 1: You Are Here: Getting Inside the Setting
- Lesson 2: Action! Plot, Part 1

- Lesson 3: Story Arc: Plot, Part 2
- Lesson 4: Time is on Your Side

Unit 3: Fiction, Part 3

- Lesson 1: Dialogue in Fiction
- Lesson 2: Fiction Forms: Flash Fiction and the Vignette
- Lesson 3: Truthful Lies and Imagined Truth: Fiction and Creative Nonfiction
- Lesson 4: Revise, Revise, Revise!

Unit 4: Poetry, Part 1

- Lesson 1: What Makes a Poem a Poem?
- Lesson 2: The Image Inside Imagination
- Lesson 3: Make it Strange and New: Figurative Language
- Lesson 4: Loaded Images and Power Objects

Unit 5: Poetry, Part 2

- Lesson 1: Poet's Toolbox: Sounds
- Lesson 2: Poet's Toolbox: Rhyming
- Lesson 3: Poet's Toolbox: Rhythm
- Lesson 4: Poet's Toolbox: Lines, Sentences, and Stanzas

Unit 6: Poetry, Part 3 and Revision

- Lesson 1: Building Connection, Feeling, and Inference
- Lesson 2: Free Verse and Open Forms
- Lesson 3: Getting Familiar with Formal Poetry
- Lesson 4: Revise! Revise! Revise!

Unit 7: Creative Writing Wrap-Up

- Lesson 1: Creative Writing Review and Exam

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: 10th grade English

Length: Two Semesters

Required Materials: No

Optional Materials: No

Question Banks: Yes

English Narration: Yes

Related Documents:



About Outline Guides

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Outline Guides: English

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South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* **must be fully completed** by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Multicultural Studies (Online)**

SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **Electives**

MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more)

ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Licensed Software	There is no current cost. We already have the licenses.
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE: **Multicultural Studies (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Multicultural Studies is a one-semester elective history and sociology course that examines the United States as a multicultural nation. The course emphasizes the perspectives of minority groups while allowing students from all backgrounds to better understand and appreciate how race, culture and ethnicity, and identity contribute to their experiences.

Major topics in the course include identity, immigration, assimilation and distinctiveness, power and oppression, struggles for rights, regionalism, culture and the media, and the formation of new cultures.

In online Discussions and Polls, students reflect critically on their own experiences as well as those of others. Interactive multimedia activities include personal and historical accounts to which students can respond using methods of inquiry from history, sociology, and psychology. Written assignments and Journals provide opportunities for students to practice and develop skills for thinking and communicating about race, culture, ethnicity, and identity. The focus of this interdisciplinary course is based on the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies as well as the National Standards for History published by the National Center for History in Schools (NCHS).

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students. This creative writing course has been approved by University of California as an A-G Social Science course.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have a pathway sequence as it is an independent elective.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a prerequisite for this course.

South Monterey County Joint Union High School District

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

7. What are the staffing implications? Address teacher certification/credential issues.

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: Steve James, Ed.D

SCHOOL: Portola-Butler Continuation High School

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/17/15 PRINCIPAL SIGNATURE [Signature]

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15 DEPT. CHAIR SIGNATURE [Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE N/A APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15 APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date 12/10/15 APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date 12/14/15 APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date _____ APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Multicultural Studies



Multicultural Studies is a one-semester elective history and sociology course that examines the United States as a multicultural nation. The course emphasizes the perspectives of minority groups while allowing students from all backgrounds to better understand and appreciate how race, culture and ethnicity, and identity contribute to their experiences.

Major topics in the course include identity, immigration, assimilation and distinctiveness, power and oppression, struggles for rights, regionalism, culture and the media, and the formation of new cultures.

In online Discussions and Polls, students reflect critically on their own experiences as well as those of others. Interactive multimedia activities include personal and historical accounts to which students can respond using methods of inquiry from history, sociology, and psychology. Written assignments and Journals provide opportunities for students to practice and develop skills for thinking and communicating about race, culture, ethnicity, and identity. The focus of this interdisciplinary course is based on the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies as well as the National Standards for History published by the National Center for History in Schools (NCHS).

Course Outline

Unit 1: Identity

- Lesson 1: What is My Identity?
- Lesson 2: Family and Identity
- Lesson 3: Social Identity
- Lesson 4: Group Conflict and Group Interaction

Unit 2: Culture in a Multicultural Society

- Lesson 1: What is Culture?
- Lesson 2: Cultural Perspectives
- Lesson 3: A Multicultural Point of View
- Lesson 4: Cross-Cultural Communication

Unit 3: Race and Identity

- Lesson 1: The Origins of Race and Racism in the U.S.
- Lesson 2: American Indian Identity
- Lesson 3: Immigration and Identity
- Lesson 4: Contested Rights

Unit 4: The Media, Race, and Identity

- Lesson 1: Looking Closely at the Media
- Lesson 2: Stereotypes in Early Media
- Lesson 3: Race in the Media Over Time
- Lesson 4: Race in Today's Media: What's the Message?

Unit 5: Understanding and Addressing Racism in the United States

- Lesson 1: Racism in the United States Today
- Lesson 2: Struggles for Civil Rights
- Lesson 3: Talking About Race in America
- Lesson 4: Ending Racism

Unit 6: Multicultural Studies Review and Exam

- Lesson 1: Multicultural Studies Review and Exam

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester


Required Materials: No

Optional Materials: No


Question Banks: Yes

English Narration: Yes

Related Documents:

 [About Outline Guides](#)

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_about.pdf)

 Outline Guides: Social Studies

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_socialstudies_2.xls)

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South Monterey County Joint Union High School District

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PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **College and career Preparation 1 (Online)** SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **Electives**

MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more)

ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Licensed Software	There is no current cost. We already have the licenses.
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	New teachers need training	Approx. \$1,500

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**
NAME OF PROPOSED COURSE: **College and Career Preparation 1 (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

In the course of College and Career Preparation I, the students will gain a deeper understanding of what it truly means to be ready for college. Students will be informed about the importance of their high school performance and how it will prepare them for college admissions and testing. The student will gain the knowledge to know and understand the degrees they may choose to pursue after high school.

Career readiness is also a major focus of this course as the student will be able to connect the link between academic interest, college majors and the future careers by analyzing career clusters. Students will come away with the requisite knowledge and skill development that will allow them to make informed choices when seeking career opportunities after completing their education and are ready for the workforce.

This course is based on the American School Counselors Association National Standards for school counseling programs.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have prerequisites nor a pathway sequence as it is an independent elective.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a prerequisite.

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

South Monterey County Joint Union High School District

- 6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.**

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

- 7. What are the staffing implications? Address teacher certification/credential issues.**

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/19/15

PRINCIPAL SIGNATURE

STJ

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE

[Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15

APPROVED/DISAPPROVED (circle one)

APPROVED

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DISTRICT CURRICULUM COUNCIL

Date 12/10/15

APPROVED/DISAPPROVED (circle one)

APPROVED

STATE ADMINISTRATOR

Date 1-6-16

APPROVED/DISAPPROVED (circle one)

APPROVED

BOARD APPROVAL

Date _____

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

College and Career Preparation I Core



High school students have many questions about the college application process, what it takes to be a successful college student, and how to begin thinking about their careers.

In College and Career Preparation I, students obtain a deeper understanding of what it means to be ready for college. Students are informed about the importance of high school performance in college admissions and how to prepare for college testing. They know the types of schools and degrees they may choose to pursue after high school and gain wide exposure to the financial resources available that make college attainable.

Career readiness is also a focus. Students connect the link between interests, college majors, and future careers by analyzing career clusters. Students come away from this course understanding how smart preparation and skill development in high school can lead into expansive career opportunities after they have completed their education and are ready for the working world.

Students who complete College and Career Preparation I have the basic skills and foundation of knowledge to progress into College and Career Preparation II, the capstone course that provides hands-on information about the transition from high school to college and career.

The course is based on the American School Counselors Association National Standards for school counseling programs.

Course Outline

Unit 1: Prepare for College in High School

- Lesson 1: The Value of Education
- Lesson 2: High School Records
- Lesson 3: High School Portfolio
- Lesson 4: Habits of a Successful High School Student

Unit 2: College Knowledge

- Lesson 1: Types of Colleges
- Lesson 2: Types of Collegiate Academic Programs and Degrees
- Lesson 3: Academic Requirements and Performance Scores

Unit 3: Testing and Assessments

- Lesson 1: The EXPLORE and PLAN Tests
- Lesson 2: The PSAT
- Lesson 3: Test-Taking Skills

Unit 4: Financial Aid

- Lesson 1: How Will I Afford College?
- Lesson 2: Cost of College
- Lesson 3: Saving for College

Unit 5: Career Opportunities

- Lesson 1: Career Clusters
- Lesson 2: Basic Academic Skills
- Lesson 3: Talents and Hobbies

Unit 6: College and Career Prep I Wrap-Up

- Lesson 1: College and Career Prep I

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: No

Optional Materials: No

Question Banks: Yes


English Narration: Yes

Related Documents:



About Outline Guides

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 Outline Guides: Electives

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_electives_1.xls)

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South Monterey County Joint Union High School District

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PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **College and career Preparation II (Online)** SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **Electives**

MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more)

ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Licensed Software	There is no current cost. We already have the licenses.
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE: **College and Career Preparation II (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

In the course of College and Career Preparation II builds on the lessons and skills learned in College and Career Preparation I. The course provides step-by-step instruction in how to choose and apply for a college from the application process, college pre-assessments and financial options. Students will also learn interviewing techniques and the course will provide career guidance.

Students who complete this course obtain a deeper understanding of college and career readiness through informative, interactive critical thinking and analysis that they learned in College and career Preparation I. This course will give the students the requisite knowledge to be college and career ready.

This course is based on the American School Counselors Association National Standards for school counseling programs.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have prerequisites nor a pathway sequence as it is an independent elective. **Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?**

There is not a prerequisite. However, it is recommended that the student take College and Career Preparation I first, but it is not essential for the student to do so.

4. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

South Monterey County Joint Union High School District

- 5. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.**

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

- 6. What are the staffing implications? Address teacher certification/credential issues.**

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11-19-15

PRINCIPAL SIGNATURE

Stj

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE

[Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15

APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date 12/10/15

APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date 1-6-16

APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date _____

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

College and Career Preparation II Core



High school students have many questions about the college application process, what it takes to be a successful college student, and how to begin thinking about their careers.

College and Career Preparation II builds on the lessons and skills in College and Career Preparation I. The course provides a step-by-step guide to choosing a college. It walks students through the process of filling out an application, including opportunities to practice, and takes an in-depth look at the various college-admission tests and assessments, as well financial aid options.

College and Career Preparation II also instructs students in interviewing techniques and provides career guidance. Students explore valuable opportunities such as job shadowing and internships when preparing for a career.

Students who complete this course obtain a deeper understanding of college and career readiness through informative, interactive critical thinking and analysis activities while sharpening their time management, organization, and learning skills that they learned in College and Career Preparation I.

College and Career Preparation II prepares students with the knowledge and skills to be successful in college and beyond.

The course is based on the American School Counselors Association National Standards for school counseling programs.

Course Outline

Unit 1: Preparing for College

- Lesson 1: Habits of a Successful Student
- Lesson 2: Learning Skills
- Lesson 3: Support Circle
- Lesson 4: Earning College Credit in High School

Unit 2: College Knowledge

- Lesson 1: My Ideal College
- Lesson 2: College Fairs and Visits
- Lesson 3: College Admissions
- Lesson 4: College Applications

Unit 3: Testing and Assessment

- Lesson 1: SAT

- Lesson 2: ACT
- Lesson 3: ACCUPLACER and COMPASS
- Lesson 4: CLEP

Unit 4: Financial Aid

- Lesson 1: FAFSA and CSS PROFILE
- Lesson 2: Scholarships, Grants, and Work-Study
- Lesson 3: Loans

Unit 5: Careers

- Lesson 1: My Career Portfolio
- Lesson 2: Dress for Success
- Lesson 3: Making the Most of Job Experience

Unit 6: College and Career Prep II Wrap-Up

- Lesson 1: College and Career Prep II

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: No

Optional Materials: No

Question Banks: Yes

English Narration: Yes

Related Documents:



About Outline Guides

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Outline Guides: Electives

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_electives_1.xls)

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South Monterey County Joint Union High School District

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PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Art Appreciation Core (Online)**

SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **Electives**

MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9 10 11 12 (circle one or more)

ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Licensed Software	There is no current cost. We already have the licenses.
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**
NAME OF PROPOSED COURSE: **Art Appreciation Core (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Art Appreciation is a survey of the history of Western visual arts, with a primary focus on painting. Students begin with an introduction to the basic principles of painting and learn how to critique and compare works of art. Students then explore prehistoric and early Greek and Roman art before they move on to the Middle Ages. Emphasis is placed on the Renaissance and the principles and masters that emerged in Italy and northern Europe. Students end their art tour with the United States during the 20th century, a time of great innovation as abstract art took center stage. While Western art is the course's primary focus, students will also be exposed to art of Asia and the Americas.

Coverage of each artistic movement highlights historical context and introduces students to key artists that represent a variety of geographic locations. Throughout the course, students apply what they have learned about art critique to analyze and evaluate both individual artists and individual works of art.

Art Appreciation is based on national standards developed by the Consortium of National Arts Education Associations, as well as key state standards. It encompasses a variety of skills to enable students to critique, compare, and perhaps influence their own works of art.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have prerequisites nor a pathway sequence as it is an independent elective.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a prerequisite.

South Monterey County Joint Union High School District

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing more rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

7. What are the staffing implications? Address teacher certification/credential issues.

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/19/15

PRINCIPAL SIGNATURE

STJ

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE

[Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE

N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE

11/10/15

APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date

12/10/15

APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date

1-6-16

APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Art Appreciation Core



Art Appreciation is a survey of the history of Western visual arts, with a primary focus on painting. Students begin with an introduction to the basic principles of painting and learn how to critique and compare works of art. Students then explore prehistoric and early Greek and Roman art before they move on to the Middle Ages. Emphasis is placed on the Renaissance and the principles and masters that emerged in Italy and northern Europe. Students end their art tour with the United States during the 20th century, a time of great innovation as abstract art took center stage. While Western art is the course's primary focus, students will also be exposed to art of Asia and the Americas.

Coverage of each artistic movement highlights historical context and introduces students to key artists that represent a variety of geographic locations. Throughout the course, students apply what they have learned about art critique to analyze and evaluate both individual artists and individual works of art.

Art Appreciation is based on national standards developed by the Consortium of National Arts Education Associations, as well as key state standards. It encompasses a variety of skills to enable students to critique, compare, and perhaps influence their own works of art.

Course Outline

Unit 1: Introduction to Painting

- Lesson 1: Broad Strokes: Principles of Painting
- Lesson 2: Influences Real and Imaginary
- Lesson 3: How to Critique
- Lesson 4: Introduction to Painting Wrap-Up
- Lesson 5: Introduction to Painting Diagnostic

Unit 2: Prehistoric to Late Middle Ages

- Lesson 1: A Long Long Time Ago
- Lesson 2: Medieval Times
- Lesson 3: Painting in the 15th Century
- Lesson 4: Prehistoric to Late Middle Ages Wrap-Up
- Lesson 5: Prehistoric to Late Middle Ages Diagnostic

Unit 3: The Renaissance

- Lesson 1: Early and High Renaissance
- Lesson 2: High Renaissance Masters
- Lesson 3: Northern Renaissance
- Lesson 4: The Renaissance Wrap-Up
- Lesson 5: The Renaissance Diagnostic

Unit 4: Baroque and Rococo

- Lesson 1: The Early Baroque Period
- Lesson 2: The Late Baroque Period
- Lesson 3: Art in 18th-Century Europe
- Lesson 4: Baroque and Rococo Wrap-Up
- Lesson 5: Baroque and Rococo

Unit 5: Modernity in the 19th and 20th Centuries

- Lesson 1: 19th-Century Art in Five Movements
- Lesson 2: A New Way of Seeing: 20th-Century Art
- Lesson 3: The Business of Art
- Lesson 4: Modernity in the 19th and 20th Centuries Wrap-Up
- Lesson 5: Modernity in the 19th and 20th Centuries Diagnostic

Unit 6: Beyond Western Influence

- Lesson 1: Art Cultures of Asia
- Lesson 2: Art Cultures of the Americas
- Lesson 3: Art Cultures of Africa and Oceania
- Lesson 4: Final Project: Create a Work of Art
- Lesson 5: Beyond Western Influence Wrap-Up
- Lesson 6: Beyond Western Influence Diagnostic

Unit 7: Art Appreciation Review and Exam

- Lesson 1: Art Appreciation

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: No

Optional Materials: No

Question Banks: Yes

English Narration: Yes

Related Documents:



About Outline Guides

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_about.pdf)



Outline Guides: Electives

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_electives_1.xls)

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([//www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true)) | Terms

([//www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true))

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* **must be fully completed** by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Business Applications (Online)**

SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **CTE Elective**

MEETS A-G: Yes or **No** (circle)

OPEN TO STUDENTS IN GRADES **9, 10, 11, 12** (circle one or more)

ELECTIVE: **Yes** or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Microsoft Word & PowerPoint	There is no current cost. We already have the software
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE: **Business Applications (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Business Applications prepares students to succeed in the workplace. Students begin by establishing an awareness of the roles essential to an organization's success, and then work to develop an understanding of professional communications and leadership skills. In doing so, students gain proficiency with word processing, email, and presentation management software.

This course allows students to explore careers in business while learning skills applicable to any professional setting. Through a series of hands-on activities, students will create, analyze, and critique reports, letters, project plans, presentations, and other professional communications. Regular engagement in active learning ensures students can continually refine the skills necessary to prepare them for work. In addition, students will evaluate the qualifications required for specific careers so they can identify opportunities that are of interest to them.

Business Applications is an introductory level Career and Technical Education course applicable to programs of study in business, management, and administration; information technology; and other career clusters. This course is aligned with state and national standards. Students who successfully complete the course can go on to obtain the Microsoft® Office Specialist: Microsoft® Office Word certification.*

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have prerequisites nor a pathway sequence as it is an independent elective.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a prerequisite.

South Monterey County Joint Union High School District

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

7. What are the staffing implications? Address teacher certification/credential issues.

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

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PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/19/15

PRINCIPAL SIGNATURE

STJ

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE

[Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15

APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date

12/10/15 [Signature]

APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date

1-6-16

APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Business Applications



Business Applications prepares students to succeed in the workplace. Students begin by establishing an awareness of the roles essential to an organization's success, and then work to develop an understanding of professional communications and leadership skills. In doing so, students gain proficiency with word processing, email, and presentation management software.

This course allows students to explore careers in business while learning skills applicable to any professional setting. Through a series of hands-on activities, students will create, analyze, and critique reports, letters, project plans, presentations, and other professional communications. Regular engagement in active learning ensures students can continually refine the skills necessary to prepare them for work. In addition, students will evaluate the qualifications required for specific careers so they can identify opportunities that are of interest to them.

Business Applications is an introductory level Career and Technical Education course applicable to programs of study in business, management, and administration; information technology; and other career clusters. This course is aligned with state and national standards. Students who successfully complete the course can go on to obtain the Microsoft® Office Specialist: Microsoft® Office Word certification.*

*Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.

Course Outline

Unit 1: Understanding Business Careers

- Lesson 1: The Culture of Business
- Lesson 2: Succeeding At Work
- Lesson 3: Your Business Career
- Lesson 4: Wrap Up: Understanding Business Careers

Unit 2: Communicating Through Letters and Email

- Lesson 1: Setting the Right tone
- Lesson 2: Business Letters
- Lesson 3: Using Email
- Lesson 4: Wrap Up: Communicating Through Letters and Email

Unit 3: Communicating Through Formal Business Documents

- Lesson 1: Formal Business Documents
- Lesson 2: Researching a Formal Business Document
- Lesson 3: Writing a Formal Business Document
- Lesson 4: Art and Visual Support

- Lesson 5: Ways to Make Writing Easier
- Lesson 6: Wrap Up: Communicating Through Formal Business Documents

Unit 4: Communicating Through Presentations

- Lesson 1: Presentation Software
- Lesson 2: Creating a Presentation
- Lesson 3: Delivering the Presentation
- Lesson 4: Wrap Up: Communicating Through Presentations

Unit 5: Managing Projects

- Lesson 1: Planning and Organizing Projects
- Lesson 2: Leading the Team
- Lesson 3: Managing Time
- Lesson 4: Wrap Up: Managing Projects

Unit 6: Business Applications Wrap Up

- Lesson 1: Business Applications Wrap Up

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: Yes - See Related Documents

Optional Materials: No

Question Banks: No

English Narration: No

Related Documents:

Course Materials List

http://www.apexlearning.com/documents/materials_list.pdf

About Outline Guides

https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_about.pdf

Outline Guides: Electives

https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_electives_1.xls

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Teacher Materials

The following table summarizes which Apex Learning courses have required and optional materials for teachers. Note that teachers also need access to student materials.

Course	Required Materials	Optional Materials	Page
Biology (General Studies)	Yes	-	20
Chemistry (General Studies)	Yes	-	20
Earth Science (General Studies)	Yes	-	20
Texas Biology	Yes	-	20
Texas Chemistry	Yes	-	20

5. Student Materials: General Studies

Biology

Semesters 1 and 2: Required

- *Biology: Exploring Life Lab Manual*, Student ed. Neil Campbell, Brad Williamson, and Robin Heyden (Prentice Hall, 2004).
ISBN-10: 0130642665 / ISBN-13: 9780130642660 / \$25.00

Semesters 1 and 2: Optional

- This course includes the option of either hands-on or dry lab activities. Dry labs require only the lab manual; there are no additional lab materials needed for these activities. Hands-on labs require specified materials. For a list of hands-on lab materials, go to <http://support.apexlearning.com/materials>.

Business Applications

Required

- Word processing software and presentation management software

Chemistry

Semesters 1 and 2: Required

- *Prentice Hall Chemistry Lab Manual*, Student ed. Antony Wilbraham, Dennis Staley, Michael Matta, and Edward Waterman (Prentice Hall, 2005).
ISBN-10: 0131903594 / ISBN-13: 9780131903593 / \$25.00

Semesters 1 and 2: Optional

- Scientific calculator
- This course includes the option of either hands-on or dry lab activities. Dry labs require only the lab manual; there are no additional lab materials needed for these activities. Hands-on labs require specified materials. For a list of hands-on lab materials, go to <http://support.apexlearning.com/materials>.

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* **must be fully completed** by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Intro to Business and Marketing (Online)**
(circle)

SEMESTER OR FULL YEAR

DEPARTMENT: **CTE Elective**

MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more)

ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Software	There is no current cost. We already have the software
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE: **Introduction to Business and Marketing (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Introduction to Business and Marketing provides the foundational knowledge and skills students need for careers in business and marketing. Students begin exploring roles and functions that business and marketing play in a global society, develop an understanding of the market place, as well as understanding product placement and promotion.

Using hands-on activities, students reinforce, apply and transfer academic knowledge and skills to a variety of interesting and relevant real-world inspired scenarios. This course focuses on developing knowledge and skills around marketing, pricing, and distribution, while also focusing on economics and interpersonal skills. This course also addresses exploring career options in marketing as well as securing and keeping a job.

Introduction to Business and Marketing is as an introductory-level Career and Technical course for programs of study in Business Administration and Management. This course is aligned with state and national standards.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have required prerequisites nor a pathway sequence as it is an independent elective.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a required prerequisite.

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

South Monterey County Joint Union High School District

6. **What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.**

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

7. **What are the staffing implications? Address teacher certification/credential issues.**

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: Steve James, Ed.D

SCHOOL: Pórtola-Butler Continuation High School

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/19/15 PRINCIPAL SIGNATURE SH

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15 DEPT. CHAIR SIGNATURE [Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE N/A APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15 APPROVED/DISAPPROVED (circle one)

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DISTRICT CURRICULUM COUNCIL

Date 12/10/15 APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date 1-6-16 APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date _____ APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Introduction to Business and Marketing



Introduction to Business and Marketing provides the foundational knowledge and skills students need for careers in business and marketing. Students begin exploring roles and functions that business and marketing play in a global society, develop an understanding of the market place, as well as understanding product placement and promotion.

Using hands-on activities, students reinforce, apply and transfer academic knowledge and skills to a variety of interesting and relevant real-world inspired scenarios. This course focuses on developing knowledge and skills around marketing, pricing, and distribution, while also focusing on economics and interpersonal skills. This course also addresses exploring career options in marketing as well as securing and keeping a job.

Introduction to Business and Marketing is as an introductory-level Career and Technical course for programs of study in Business Administration and Management. This course is aligned with state and national standards.

Content Outline

Unit 1: Marketing in the Global Environment

- Lesson 1: Marketing and the Economy
- Lesson 2: Marketing on the Organizational Level
- Lesson 3: Marketing and the Global Environment Wrap-Up

Unit 2: Understanding the Marketplace

- Lesson 1: Consumer and Business Behaviors
- Lesson 2: Creating Customer Loyalty
- Lesson 3: Product Development
- Lesson 4: Understanding the Marketplace Wrap-Up

Unit 3: Marketing Placement and Pricing

- Lesson 1: Placement and Marketing
- Lesson 2: Pricing and Marketing
- Lesson 3: Marketing Placement and Pricing Wrap-Up

Unit 4: Marketing Promotion

- Lesson 1: Promotional Planning
- Lesson 2: Selling and Public Relations
- Lesson 3: Advertising
- Lesson 4: Marketing Promotion Wrap-Up

Unit 5: Your Future In Marketing

- Lesson 1: Marketing and Ethics
- Lesson 2: Exploring Your Marketing Career
- Lesson 3: Your Future In Marketing Wrap-Up

Unit 6: Principles of Business and Marketing Wrap-Up

- Lesson 1: Principles of Business and Marketing Wrap-Up

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: No

Optional Materials: No

Question Banks: No

English Narration: No

Related Documents:

 About Outline Guides
(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_about.pdf)

 Outline Guides: Electives
(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_electives_1.xls)

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South Monterey County Joint Union High School District

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PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Intro to Health Science (Online)**

SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **CTE Elective**

MEETS A-G: Yes or **No** (circle)

OPEN TO STUDENTS IN GRADES **9, 10, 11, 12** (circle one or more)

ELECTIVE: **Yes** or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Software	There is no current cost. We already have the software
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: Dr. Steve James SCHOOL: Portola-Butler Continuation High School

NAME OF PROPOSED COURSE: Introduction to Health Science (Online)

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Introduction to Health Science provides the foundational knowledge and skills students need for careers in health care. Students begin by exploring the services, structure, and professions of the health care system. The remainder of the course focuses on day-to-day skills and expectations for health professionals, which include promoting wellness, maintaining a safe environment, creating medical records, and practicing good communication, collaboration, and leadership.

Using real-life scenarios and application-driven activities, students learn the responsibilities and challenges of being health care professionals. In addition to building their understanding of technical concepts and skills, students evaluate the qualifications required for specific careers and develop personal career plans to pursue work in the health care industry.

Introduction to Health Science is an introductory-level Career and Technical Education course for programs of study in health sciences. This course is aligned with state and national standards.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have required prerequisites nor a pathway sequence as it is an independent elective. However, we are looking to develop a pathway with the intermediate course that could lead to internships in the health field.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a required prerequisite.

South Monterey County Joint Union High School District

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

7. What are the staffing implications? Address teacher certification/credential issues.

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/19/15

PRINCIPAL SIGNATURE

STJ

2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE

[Signature]

3 REVIEW AT DEPARTMENT MEETING

DATE N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15

APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date 12/10/15

APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date 1-6-16

APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date _____

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Introduction to Health Science



Introduction to Health Science provides the foundational knowledge and skills students need for careers in health care. Students begin by exploring the services, structure, and professions of the health care system. The remainder of the course focuses on day-to-day skills and expectations for health professionals, which include promoting wellness, maintaining a safe environment, creating medical records, and practicing good communication, collaboration, and leadership.

Using real-life scenarios and application-driven activities, students learn the responsibilities and challenges of being health care professionals. In addition to building their understanding of technical concepts and skills, students evaluate the qualifications required for specific careers and develop personal career plans to pursue work in the health care industry.

Introduction to Health Science is an introductory-level Career and Technical Education course for programs of study in health sciences. This course is aligned with state and national standards.

Course Outline

Unit 1: Health, Disease, and Health Care Industry

- Lesson 1: Overview of Health and Disease
- Lesson 2: Health Care System
- Lesson 3: Health Law and Liability
- Lesson 4: Wrap-Up: The Health Sciences Profession

Unit 2: Careers in the Health Sciences

- Lesson 1: Career Exploration
- Lesson 2: Career Planning
- Lesson 3: How to Get the Job!
- Lesson 4: Wrap-up: Careers in Health Sciences

Unit 3: Team Work in Health Care

- Lesson 1: What is Teamwork?
- Lesson 2: Dealing with Conflict
- Lesson 3: Wrap-up: An Interdisciplinary Approach to Health Care

Unit 4: Health Care Communication and Records

- Lesson 1: Communication in Health Care
- Lesson 2: Health Care Records
- Lesson 3: Wrap-up: The Health Care De³⁹⁰- System

Unit 5: Safety and Wellness

- Lesson 1: Work Place Safety in Healthcare
- Lesson 2: Personal Wellness in the Workplace
- Lesson 3: Wrap-up: Safety and Wellness

Unit 6: Health Sciences Wrap-Up

- Lesson 1: Health Sciences Wrap-Up

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: No

Optional Materials: No

Question Banks: No

English Narration: No

Related Documents:



About Outline Guides

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_about.pdf)



Outline Guides: Electives

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_electives_1.xls)

Contact Support (/contact) | Sign in to Apex Learning (<https://www.apexvs.com>) | Privacy

([//www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true)) | Terms

([//www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true))

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* **must be fully completed** by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER: **Steve James, Ed.D**

SCHOOL: **Portola-Butler Continuation**

NAME OF PROPOSED COURSE: **Intermediate Health Science (Online)** SEMESTER OR FULL YEAR (circle)

DEPARTMENT: **CTE Elective**

MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9 10 11 12 (circle one or more)

ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Apex Software	There is no current cost. We already have the software
Equipment	Desktop computers/laptops	We have the desktop and Surface Laptops.
Facilities	N/A	N/A
Teacher Training	N/A	N/A

South Monterey County Joint Union High School District

PROPOSER: **Dr. Steve James** SCHOOL: **Portola-Butler Continuation High School**

NAME OF PROPOSED COURSE: **Intermediate Health Science (Online)**

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.

Intermediate Health Science extends the foundations of the Introduction to Health Science course and covers basic medical science, terminology, procedures, and regulations. This course will help guide students toward choosing a specific career path in health services, including career paths in emergency medicine, nutrition, and alternative medicine.

Using real-life scenarios and application-driven activities, students will extend their knowledge of oral and written communication in health science. Students will have an overview of physiology and medical measurements. Students will also synthesize learning from the Introduction to Health Science course by engaging in analysis of real-life scenarios and deepen their knowledge of various career options. In addition, students will expand their understanding of health and safety systems, how to address emergency situations, and deal with infection control issues.

Intermediate Health Science is an intermediate-level Career and Technical Education course for programs of study in health sciences. This course is aligned with state and national standards.

2. Why is this proposed course needed?

At Portola-Butler we have the same graduation requirements that the two comprehensive high schools have, which require each student to complete 90 units of electives. Our site only has four teachers and we struggle to get our students quality electives. This online platform allows our students the opportunity to get rigorous and relevant elective course offerings for our students.

3. How does this proposed course impact course sequencing or pathways within the department?

This course does not have required prerequisites nor a pathway sequence as it is an independent elective. However, we are looking to develop a pathway with the introductory course that could lead to internships in the health field.

4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?

There is not a required prerequisite. However, it is recommended that the take the introductory course first.

South Monterey County Joint Union High School District

5. How will this proposed course support Board and school goals?

This course will support our school goals for providing rigorous electives and aligns well with our schools college and career readiness reading and writing standards we are working on during our PLC collaboration time.

6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.

This is an online course that will be taken by individual students during our school day. The number of students could be between 10 and 20 during the second semester of the 2015-16 school-year. As we transition into a one session 7 period day bell schedule this number could rise as we have dedicated Apex only periods in our bell schedule.

7. What are the staffing implications? Address teacher certification/credential issues.

Our current staff will be able to monitor and assist our students with the course curriculum. There will be no further staff required.

South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER: Steve James, Ed.D

SCHOOL: Portola-Butler Continuation High School

NAME OF PROPOSED COURSE:

1 DISCUSSION WITH PRINCIPAL

DATE 11/19/15

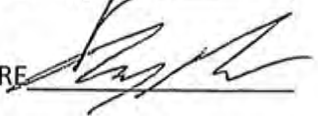
PRINCIPAL SIGNATURE



2 DISCUSSION WITH DEPT. CHAIR

DATE 11-24-15

DEPT. CHAIR SIGNATURE



3 REVIEW AT DEPARTMENT MEETING

DATE N/A

APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM

DATE 11/10/15

APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL

Date 12/10/15



APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR

Date 1-6-16



APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL

Date _____

APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Intermediate Health Science



Intermediate Health Science extends the foundations of the Introduction to Health Science course and covers basic medical science, terminology, procedures, and regulations. This course will help guide students toward choosing a specific career path in health services, including career paths in emergency medicine, nutrition, and alternative medicine.

Using real-life scenarios and application-driven activities, students will extend their knowledge of oral and written communication in health science. Students will have an overview of physiology and medical measurements. Students will also synthesize learning from the Introduction to Health Science course by engaging in analysis of real-life scenarios and deepen their knowledge of various career options. In addition, students will expand their understanding of health and safety systems, how to address emergency situations, and deal with infection control issues.

Intermediate Health Science is an intermediate-level Career and Technical Education course for programs of study in health sciences. This course is aligned with state and national standards.

Content Outline

Unit 1: The Body in Harmony

- Lesson 1: Understanding Bodily Harmony
- Lesson 2: Disease and Homeostasis
- Lesson 3: The Body in Harmony Wrap-Up

Unit 2: The Tools of the Trade

- Lesson 1: Using Instruments
- Lesson 2: Interpreting Charts
- Lesson 3: The Tools of the Trade Wrap-Up

Unit 3: Patient Safety

- Lesson 1: Meeting Safety Standards
- Lesson 2: Patient Management
- Lesson 3: Safety and Hazardous Materials
- Lesson 4: Patient Safety Wrap-Up

Unit 4: Emergencies

- Lesson 1: Medical Emergencies
- Lesson 2: Responding To Emergencies
- Lesson 3: First Aid Response
- Lesson 4: Emergencies Wrap-Up

Unit 5: Beyond the Basics

- Lesson 1: Grief
- Lesson 2: Food and Wellness
- Lesson 3: What's Trending In Alternative Health
- Lesson 4: Beyond the Basics Wrap-Up

Unit 6: Intermediate Health Science Wrap-Up

- Lesson 1: Intermediate Health Science Wrap-Up

October 16, 2015

Curriculum Resources (/curriculum)

Course Resources (/curriculum/courses)

Course Guides (/curriculum/courses/guides)

Prerequisites: None

Length: One Semester

Required Materials: No

Optional Materials: No

Question Banks: No

English Narration: No

Related Documents:



About Outline Guides

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_about.pdf)



Outline Guides: Electives

(https://d4a89egz0iyca.cloudfront.net/sites/default/files/documents/og_electives_1.xls)

Contact Support (/contact) | Sign in to Apex Learning (<https://www.apexvs.com>) | Privacy
([//www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/privacy_policy.htm?width=90%25&height=90%25&iframe=true)) | Terms
([//www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true](https://www.apexlearning.com/About/terms_of_use.htm?width=90%25&height=90%25&iframe=true))

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Project Lead The Way (PLTW)-
Principles of Engineering (Foundational Course 2)

MEETING: January 20, 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:

In Principles of Engineering (POE) students explore a broad range of engineering topics, including mechanisms, the strength of structures and materials, and automation. Students develop skills in problem solving, research, and design while learning strategies for design process documentation, collaboration, and presentation. Principles of Engineering is aligned to Common Core State Standards for Mathematics and English Language Arts and the Next Generation Science Standards.

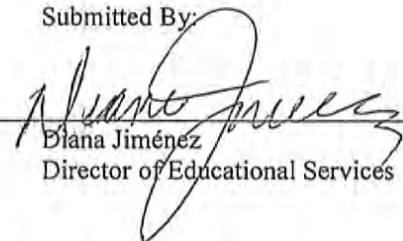
Recommendation:

It is the recommendation of the District that the State Administrator approve the Principles of Engineering (POE) course, the second Foundational course in the PLTW Engineering pathway.


Fiscal Impact:

PLTW Principles of Engineering teacher summer training required. Cost is approximately \$5,000 per teacher. Cost to be covered by our STEM grant from Chevron or Teacher Effectiveness Grant.

Submitted By:


Diana Jiménez
Director of Educational Services

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

South Monterey County Joint Union High School District

NEW COURSE APPROVAL REQUIRED INFORMATION FORM

The *New Course Approval Required Information Form* **AND** the *Course Review Signature Form* **must be fully completed** by the course proposer and submitted to the Director of Educational Services by **October 1** (for the October District Curriculum Council meeting) **or December 1** (for the December District Curriculum Council meeting)

PROPOSER Bernie Barge SCHOOL Greenfield High School

NAME OF PROPOSED COURSE Principles of Engineering (PLTW) SEMESTER OR FULL YEAR (circle)

DEPARTMENT Science - STEM MEETS A-G: Yes or No (circle)

OPEN TO STUDENTS IN GRADES 9, 10, 11, 12 (circle one or more) ELECTIVE: Yes or No (circle)

Respond fully to the following questions on a separate sheet of paper and attach it to this form.

1. Describe the proposed course. Include content to be studied, skills, and connection to State-adopted standards per quarter.
2. Why is this proposed course needed?
3. How does this proposed course impact course sequencing or pathways within the department?
4. Is there a prerequisite for taking this proposed course? If so, what course is the prerequisite?
5. How will this proposed course support Board and school goals?
6. What are scheduling implications? Include expected student enrollment in year one and number of sections anticipated for the proposed course in first year of implementation.
7. What are the staffing implications? Address teacher certification/credential issues.
8. What are financial implications? Complete table below:

	Description	Financial Implications
Technology/software/textbooks	Various Laptop Computers to run engineering software.	Purchased with grant from Chevron and others.
Equipment	Various	Purchased with grant from Chevron.
Facilities	Science Classroom	Available at GHS.
Teacher Training	PLTW Training is required for this course and has been attended by projected course teacher. There may be a review course offered this summer (July 2016).	Up to \$3000/site for training over the summer.

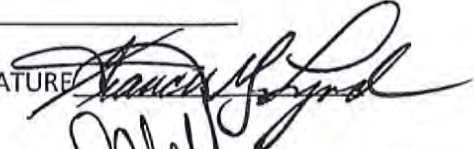
South Monterey County Joint Union High School District

COURSE REVIEW SIGNATURE FORM

The proposer of a new course is responsible for completing this form as evidence of review at the levels indicated. The proposer of a new course is responsible for sharing the information on the **NEW COURSE APPROVAL REQUIRED INFORMATION FORM** with all stakeholders.

PROPOSER Bernie Barge SCHOOL Greenfield High School

NAME OF PROPOSED COURSE Principles of Engineering (PLTW)

1 DISCUSSION WITH PRINCIPAL DATE Oct. 2, 2015 PRINCIPAL SIGNATURE 

2 DISCUSSION WITH DEPT. CHAIR DATE _____ DEPT. CHAIR SIGNATURE 

3 REVIEW AT DEPARTMENT MEETING DATE _____ APPROVED/DISAPPROVED (circle one)

4 REVIEW BY SITE LEADERSHIP TEAM DATE _____ APPROVED/DISAPPROVED (circle one)

District Office Use Only

DISTRICT CURRICULUM COUNCIL Date 12/10/2015  APPROVED/DISAPPROVED (circle one)

STATE ADMINISTRATOR Date 1-6-16  APPROVED/DISAPPROVED (circle one)

BOARD APPROVAL Date _____ APPROVED/DISAPPROVED (circle one)

APPROVED / DENIED (circle one)

REASON FOR DENIAL:

IF DENIED, FORWARD THIS FORM TO THE COURSE PROPOSER--- Date:

IF APPROVED, FORWARD COURSE INFORMATION TO COUNSELOR AND DIRECTOR OF TECHNOLOGY

Date _____

Engineering Classes for Approval

Introduction to Engineering Design

In this course students will investigate in depth the engineering design process, applying math, science and engineering standards to hands-on projects. Students work both individually and in teams to collaborate and design solutions to a variety of problems using 3-D modeling software and an engineering notebook to document their work. This course meets all NGSS engineering standards as well as many NGSS science standards. It also meets many Common Core standards for language arts and math. The students need to be a freshmen, should be in the upper 80% of their class, should concurrently enrolled in math 1 and English 1, and either Earth Science or Biology in their Freshman year.

Principles of Engineering

In this course students will use problems to engage and challenge students in order to explore a broad range of engineering topics, including mechanisms, the strength of structures and materials, and automation. Students will develop skills in problem solving, research, and design while learning strategies for design process documentation, collaboration and presentation. Real world topics will be discussed and used as topics for engineering projects. This course meets all NGSS engineering standards as well as many NGSS science standards. It also meets many Common Core standards for language arts and math. The students need to be a sophomore, should be in the upper 80% of their class, should have taken and passed Introduction to Engineering, math 1 and English 1, and have passed either of the following courses; Earth Science, Biology.

Computer Science and Software Engineering

In this course students create apps for mobile devices, automate tasks in a variety of languages, and find patterns in data. Students collaborate to create and present solutions that can improve people's lives, and weigh the ethical and societal issues of how computing and connectivity are changing the world. This is a beginning coding and computer class. This course meets NGSS engineering and technology standards. It also meets many common core science, math and English standards. The students need to be a Sophomore or older, should be in the upper 80% of their class, should have taken and passed math 1 and 2 and English 1 and 2.

South Monterey County Joint Union High School District

New Course Approval Process

1. Principles of Engineering

The course exposes students to some of the major concepts that they will encounter in a post secondary engineering course of study. Students have an opportunity to investigate engineering and high tech careers. POE gives students the opportunity to develop skills and understanding of course concepts through activity-, project-, and problem-based (APPB) learning. Used in combination with a teaming approach, APPB learning challenges students to continually hone their interpersonal skills, creative abilities, and problem solving skills based upon engineering concepts. It also allows students to develop strategies to enable and direct their own learning, which is the ultimate goal of education. This course meets all NGSS engineering standards as well as many NGSS science standards. It also meets many Common Core standards for language arts and math. The students need to be a sophomore and have completed the Freshmen IED class with a grade of C or better, should be in the upper 80% of their class, should have taken and passed math 1 and English 1, and have passed either Earth Science or Biology in their Freshman year.

2. The new NGSS standards include engineering standards that can easily be met by taking this course. It would also add to students' understanding of scientific method and prepare students for college by giving them the ability to think like an engineer, which is vital to many STEM careers.

3. This would enable the science, math and technology departments to integrate student learning and to create a pathway for students to follow in order to help better prepare them for STEM careers.

4. The prerequisite for this course would be having taken and passed Introduction to Engineering, math 1 and English 1. They should also have passed either Earth Science or Biology in their freshman year.

5. This course would help increase student STEM understanding and skills and increase student preparedness for college level STEM courses.

6. The first year only one course will be offered, with an enrollment of 30-35 students in one section. This will be offered as a science elective. In following years, we hope to offer at least two sections of the course, to be followed by higher level engineering classes, or computer engineering classes.

7. Teachers do not have to have special certifications, but will need training. Both Project Lead the Way and Engineer Our World, have detailed programs that instruct teachers and provide ongoing support. These trainings are part of the programs initial and continuing fees.

8. In order to conduct this class we would need to partner with either of the programs in answer 7. Each of these programs charges an overall fee for the initial classes, with a continuing fee each year for additional support and materials. Text books should not be necessary as these are hands on classes. Reading would be supplemental. Depending upon the program we are looking at a startup of \$6,000-10,000 and continuing fees of about \$3,000 per year. This covers all the costs for the program.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
GREENFIELD HIGH SCHOOL

PRINCIPLES OF ENGINEERING

2016-2017

UC APPROVED FOR SCIENCE ELECTIVE

NAME AND CONTACT INFORMATION: *Bernie Barge Room 105*
email: bbarge@smcjuhsd.org
phone: 831-674-2751 x 1105

**COURSE OBJECTIVES; BASED ON THE NEXT GENERATION SCIENCE STANDARDS:
UPON SUCCESSFUL COMPLETION OF THE COURSE, STUDENTS WILL**

- 1. UNDERSTAND AND APPLY KNOWLEDGE OF MATHEMATICS, SCIENCE, AND ENGINEERING.**
- 2. UNDERSTAND AND BE ABLE TO DESIGN AND CONDUCT EXPERIMENTS, AS WELL AS TO ANALYZE AND INTERPRET DATA.**
- 3. UNDERSTAND BE ABLE TO DESIGN A SYSTEM, COMPONENT, OR PROCESS TO MEET DESIRED NEEDS WITHIN REALISTIC CONSTRAINTS SUCH AS ECONOMIC, ENVIRONMENTAL, SOCIAL, POLITICAL, ETHICAL, HEALTH AND SAFETY, MANUFACTURABILITY, AND SUSTAINABILITY..**
- 4. UNDERSTAND AND TO FUNCTION ON MULTI-DISCIPLINARY TEAMS.**
- 5. UNDERSTAND AND BE ABLE TO IDENTIFY, FORMULATE, AND SOLVE ENGINEERING PROBLEMS.**
- 6. UNDERSTAND PROFESSIONAL AND ETHICAL RESPONSIBILITY.**
- 7. DEMONSTRATE AN ABILITY TO COMMUNICATE EFFECTIVELY.**
- 8. UNDERSTAND THE IMPACT OF ENGINEERING SOLUTIONS IN A GLOBAL, ECONOMIC, ENVIRONMENTAL, AND SOCIETAL CONTEXT**
- 9. DEMONSTRATE AN ABILITY TO USE THE TECHNIQUES, SKILLS, AND MODERN ENGINEERING TOOLS NECESSARY FOR ENGINEERING PRACTICE.**

COURSE DESCRIPTION:

Principles Of Engineering (POE) is a high school-level survey course of engineering. The course exposes students to some of the major concepts that they will encounter in a postsecondary engineering course of study. Students have an opportunity to investigate engineering and high tech careers. POE gives students the opportunity to develop skills and understanding of course concepts through activity-, project-, and problem-based (APPB) learning. Used in combination with a teaming approach, APPB learning challenges students to continually hone their interpersonal skills, creative abilities, and problem solving skills based upon engineering concepts. It also allows students to develop strategies to enable and direct their own learning, which is the ultimate goal of education.

To be successful in POE, students should be concurrently enrolled in college preparatory mathematics and science. Students will employ engineering and scientific concepts in the solution of engineering design problems. Students will develop problem-solving skills and apply their knowledge of research and design to create solutions to various challenges. Students will also learn how to document their work and communicate their solutions to their peers and members of the professional community.

Principles Of Engineering is the second of three foundation courses in the Project Lead The Way high school engineering program. The course applies and concurrently develops secondary level knowledge and skills in mathematics, science, and technology.

CLASSROOM CODE OF CONDUCT:

- The student will adhere to all school rules and district policies as summarized in the Parent handbook.

GRADING SCALE:

Administrative Regulation (AR) 5121 (a)

Grades for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or no Achievement	0 grade points
I		Incomplete	0 grade points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

METHODS OF EVALUATION & ASSESSMENT

A.	Tests	20%
B.	Quizzes	10%
C.	Homework, classwork and labs	20%
D.	Projects, binder, and special assignments	50%

Board Policy 5121 (b)

Effect of Absences on Grades:

If a student misses class without an excuse and does not subsequently turn in homework, take a test, or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance, based on the value of the missed assignment.

The Board believes that 5 unexcused absences per grading period constitute excessive unexcused absences. Students with excessive unexcused absences may receive a failing grade and not receive credit for the class (es).

Students and parents/guardians shall be informed by the teachers if class credit is withheld due to excessive unexcused absences. Each time an unexcused absence occurs the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences. When a student has 4 unexcused absences a phone call and/or meeting will be arranged by the teacher with the parent/guardian.

It is the student's responsibility to obtain makeup work through the use of the Absence Binder before or after class.

ASSESSMENTS/ASSIGNMENTS:

KEY ASSIGNMENTS

- design projects using Inventor design software
- team projects using Fischertechnik materials
- problem solving activities

- exploration of engineering careers
- student presentations
- engineering log

INSTRUCTIONAL METHODS

- A. Project based assignments
- B. Lecture and Discussion
- C. Reading research Assignments
- D. Written and Oral Reports
- E. Homework and Classwork Assignments
- F. Audio-Visual Presentations

SPECIAL CIRCUMSTANCES:

Notebooks are a large part of the class and must be maintained. They will be checked regularly and are a large part of your grade.

This is a project based course and the majority of your grade will be based on your work in cooperative groups, completed projects and your ability to communicate your understanding of engineering concepts to others.

CLASS EXPECTATIONS

Students are expected to:

- *Come to class prepared and on time*
- *Treat all students and staff with respect and consideration*
- *Follow all lab rules consistently*
- *Turn in all work on time and ask for help when needed*
- *Use appropriate language*
- *Raise hands and wait to be called on*
- **PARTICIPATE**

Instructor will:

- *Treat students with respect*
- *Test only what is taught*
- *Be available for help and questions*

MATERIALS RESOURCES PROVIDED:

Supplemental and notebook

Supplies:

Students will need an engineer notebook, loose leaf paper, pens, some art supplies, a metric ruler, graph paper, and calculator. (A calculator is essential).

Topics:

Engineering will cover the following topics:

Semester 1:

Lesson 1.1 Mechanisms

Lesson 1.2 Energy Sources

Lesson 1.3 Energy Applications

Lesson 1.4 Design Problem – Energy and Power

Lesson 2.1 Statics

Lesson 2.2 Material Properties

Lesson 2.3 Material Testing

Lesson 2.4 Design Problem – Materials and Structures

MIDTERM EXAM

Semester 2:

Lesson 3.1 Machine Control

Lesson 3.2 Fluid Power

Lesson 3.3 Design Problem – Control Systems

Lesson 4.1 Statistics

Lesson 4.2 Kinematics

Lesson 4.3 Design Problem – Statistics and Kinematics

CUMULATIVE FINAL EXAM

Project Rules:

1. Read and listen to all directions given for each lab before beginning.
2. Wait for teacher to tell you to begin. (NEVER TOUCH LAB MATERIALS BEFORE TOLD)
3. **No pushing, shoving, or horseplay of any kind, EVER!**
4. Never eat or drink during labs.
5. Never smell or taste anything unless directed to do so.
6. **Cleaning the lab station is everyone's job!**
7. If everyone in your group has finished the lab early, clean up and begin working on final lab report.
8. Working cooperatively and fairly with members of your group.

Failure to not follow project rules could result lowering of your project grade.

This syllabus or a copy should be kept in the student's binder or folder all year!

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

SUBJECT: Approval of Memorandum of Understanding JPA
with Salinas High School District

MEETING: January 20, 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:

This Memorandum of Understanding allows the SMCJUHSD to enter a Joint Powers Agreement as part of the LEA (Local Education Agency) with the school districts listed. This further extends our existing MOU with these districts but now includes the funding we are receiving for our Adult School Programs.

Recommendation:

It is recommended that the State Administrator sign the Memorandum of Understanding for a Joint Powers Authority with the listed school districts.

Fiscal Impact:

This MOU governs the \$82,000 received to fund the Adult School Program.

Submitted By:



Daniel R. Moirao, Ed.D.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Memorandum of Understanding (MOU)
for a Joint Powers Authority OR a County Office of Education
for participation in the Career Technical Education Incentive Grant (CTEIG)

Check ONE: Joint Powers Authority (JPA) County Office of Education (COE)

Names of Participating Local Educational Agencies (LEAs):

Carmel Unified School District
Gonzales Unified School District
Monterey Peninsula Unified School District
North Monterey County Unified School District
Salinas Union High School District
Soledad Unified School District
South Monterey County Joint Union High School District

This Memorandum of Understanding (MOU) was established to assist multiple LEAs in their regional area to provide a more comprehensive Career Technical Education (CTE) program offering to more students. The MOU is comprised of the LEAs listed above. This agreement will become effective upon receipt of this document with original signatures of the Superintendent or Authorized Designee from each of the participating LEAs and will extend through the duration of the state CTEIG funding, or until revised or disbanded by the participating LEAs.

For JPA's:

1. As the administrative agency for the JPA, Salinas Union High School District will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
2. Each member of the JPA will release the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for this specific CTEIG funding structure. The JPA will report only those students' ADA that the member has released for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or releasing of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071, (B), i-v.

Each member of the MOU and fiscal lead agency will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071.

In accordance with the CTEIG program, EC Section 53070, (b) Of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with

average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or of any combination of those entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.

No funds will be redistributed to individual members of the JPA for purposes or programs that are not available to all members of the JPA.

Salinas Union High School District may claim indirect costs incurred based on the approved state rate, not to exceed 5%.

As evidenced by the accompanying Superintendent or Authorized Designee signatures, each of the JPA's participating LEAs agrees to the conditions set forth in this Memorandum of Understanding:

_____	<i>Scott Pauer</i>	<i>12/9/15</i>
LEA Name	Authorized Signature	Date
_____	<i>[Signature]</i>	<i>12/15/15</i>
LEA Name	Authorized Signature	Date
_____	<i>David R. Meier</i>	<i>12-17-15</i>
LEA Name	Authorized Signature	Date

LEA Name	Authorized Signature	Date

LEA Name	Authorized Signature	Date

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

SUBJECT: Approval of Service Agreement with Insights to Behavior

MEETING: January 20, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:

The South Monterey County Joint Union High School District needs to continue to provide training for our Para Educators as part of our efforts to support students in the Least Restrictive Environment (LRE). In addition, we have hired new staff and have developed new procedures in our Special Education Program and this creates a need to train our staff. Insights to Behavior also known as TBH Technology LCC will provide in person training to our leadership team and the online portal which will be the mechanism by which the training will be delivered.

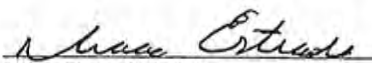
Recommendation:

The recommendation is being made for the State Administrator to approve the Service Agreement with Insights to Behavior (TBH Technology LCC)

Fiscal Impact:

The agreement will not exceed \$3,750. This cost will come from the General Fund Special Ed budget.

Submitted By:



Isaac Estrada Ed.D.
Director of Alternative Placement

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

**TBH Technology LLC (Insights To Behavior)
License and Service Agreement**

This License and Services Agreement is made on January 15, 2016, and entered into between TBH Technology LLC, a Colorado based corporation ("TBH") with principal offices at 390 Union Boulevard, Suite 300, Lakewood Co, 80228 and South Monterey County Joint High School District with principal offices at 800 Broadway St, King City, CA 93930

Licensee Information		Licensee Main Contact Information	
Entity Name:	South Monterey County Joint Union HSD	Contact Name(s):	Dr. Isaac Estrada
Address	800 Broadway St, King City, CA 93930	Contact Role:	Dir of Alternative Placement
Account Phone:	831-385-0606 x 4316	Phone(s):	831-385-0606 x 4316
Account Website:		Contact Email:	iestrada@smcjuhsd.org
		Contact Fax:	
		Purchasing/Acctg. Contact:	
		Phone:	
		Email:	

Agreement Information			
Total Agreement Length:	1 Year	# of Yrs Pre-Paid:	N/A
Agreement Start Date:	January 15, 2016	Agreement End Date:	January 14, 2017
License Fees:	\$2250		
Support Services:	\$1500	Includes: See Page two for details.	
Customized Services:			
Taxes:			
Total Fees:	\$3750		
Initial Payment:		Due Date:	Upon Receipt
Comments:			
Agreement Terms:	<ul style="list-style-type: none"> Prices guaranteed not to increase by more than 10% in each year of this agreement. Fees due upon invoice unless otherwise specified. Site licenses are transferable (from one site to another) at the start of each fiscal year with approval from TBH 		

Licensee shall pay all sales, use and excise taxes, and all other taxes, duties, and, if applicable, levies on imports or exports relating to, or under, this Agreement (exclusive of taxes based on TBH's net income), unless Licensee is exempt from the payment of such taxes and provides TBH or one of its partner organizations with evidence of such exemption. All amounts in this Agreement and any Exhibits included are in US dollars and payable in US dollars. Cancellation of pre-paid agreements will result in full price subscription fees being charged.

Execution of Service Agreement

By signing below you certify that you have read and agree to the Terms and Conditions and any Addendums of this License and Services Agreement and you further certify that you are authorized to sign this Agreement on behalf of the Subscribing Institution and are hereby committing the Licensee Institution to be bound by this Agreement. Please return a signed copy to: TBH/Insights To Behavior - Fax: 800-507-2881.

By signing this agreement, I agree to all Terms and Conditions of this License and Service Agreement

Licensee/Customer

Name (Print): _____ Title (Print): _____

Date of Signing: _____ Signature: _____

Employer Identification Number: 27-3455169

Please fax this signed form to: (800)507-2881

Or mail to: TBH Technology LLC/Insights To Behavior, 390 Union Boulevard, Suite 300, Lakewood CO, 80228

Terms and Conditions can be viewed at: <http://www.insights to behavior.com/about-us/terms-of-use>

For Internal Purposes Only			
TBH Quote/Invoice #:			
TBH Sales Contact:	Kenton Levings 405-590-1685		
Customer PO#:		Contract #:	
Reviewed By:	Implementation:	Sales:	Admin:

Annual License Subscription Information

Offering	Quantity	Description	Unit Price	Extension
Insight To Behavior – Workshops	15	Workshops only	150	\$2,250
Support & Training	1	Support & Training	\$1,500	\$1,500
Total			Grand total	\$3,750

License Grant

The license(s) granted under this Agreement are expressly conditioned on the Licensee's compliance with each of the following conditions:

- a. Only a Licensee staff member who has been provided with a user ID and password is authorized as an "Authorized User" to use Insights To Behavior from any point of access to the Internet.
- b. Authorized Users may use INSIGHTS TO BEHAVIOR with codes provided by TBH, to gain entry into INSIGHTS TO BEHAVIOR for which they have been licensed and neither the Licensee nor any Authorized Users may copy any portion of the INSIGHTS TO BEHAVIOR content except for purposes of creating training materials for internal district use to train users to operate the application.
- c. The Licensee may not copy any portion of INSIGHTS TO BEHAVIOR content, or allow any Authorized Users to copy any portion of INSIGHTS TO BEHAVIOR content, unless expressly permitted in writing by TBH.
- d. Only Licensee and Licensee's Authorized Users are permitted to access INSIGHTS TO BEHAVIOR. Licensee shall assure that all use by Authorized Users of INSIGHTS TO BEHAVIOR shall be pursuant to the terms and conditions of this Agreement.
- e. Licensee may not resell, transfer, assign, sublicense, pledge, lease, rent or share INSIGHTS TO BEHAVIOR or their rights to access AUTISM RPO hereunder or disclose any portion of INSIGHTS TO BEHAVIOR content to any third party, unless expressly permitted under this Agreement or with prior written permission from TBH.
- f. Licensee shall comply to the terms as they appear in this agreement and not change, modify, disassemble, decompile, "unlock," reverse engineer or in any manner decode the system.
- g. This Agreement will be governed by the laws of Colorado without regard to its conflict of laws principles. The parties waive all rights to object to venue in said courts. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties.
 Terms and Conditions can be viewed at <http://www.Insights To Behavior.com/about-us/terms-of-use>.

The data used in the Licensee's application of the INSIGHTS TO BEHAVIOR software is the exclusive property of the Licensee. TBH will not use any of this data, outside of supporting the Licensee's, without written permission from Licensee. In addition TBH will take reasonable steps, consistent with the sensitivity of the data, and to be consistent with TBH's Privacy Policies.

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

SUBJECT: Approval of Service Agreement with Dr.
Jacqueline Cheong to Furnish Consultant Services:
Assessment and Behavior Intervention Plan (BIP)

MEETING: January 20, 2016

AGENDA SECTION:

- ACTION
- INFORMATION
- ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:

The South Monterey County Joint Union High School District's Special Education Program requires the expertise and services of a behavior intervention specialist to conduct a comprehensive assessment for one of our students in our Special Education Program. Dr. Cheong has the background and expertise to conduct a psychoeducational assessment and use the assessment results to develop a Behavior Intervention Plan (BIP) for one of our students. The BIP is critical in supporting our staff in addressing student behavior and other student instructional needs in the most effective way.

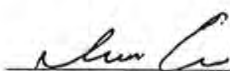
Recommendation:

The recommendation is being made for the State Administrator to approve the Service Agreement with Dr. Jacqueline Cheong.

Fiscal Impact:

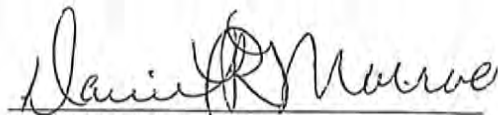
\$4,500.00 from the Special Education Fund.

Submitted By:



Isaac Estrada, Ed.D.
Director of Alternative Placement for Student Success

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 *Jacqueline Cheong*, 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 January 20, 2016 and it terminates March 15, 2016 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated for conducting an assessment of the instructional/behavioral program for Manana Bravo.
- Consultant shall be compensated at the flat rate of \$4,500
- The District will pay the Consultant for travel time 30 minutes from Berkeley, CA to Greenfield, CA.
- Total payment(s) to Consultant, under this contract shall not exceed \$4,500

III. DISTRICT OBLIGATION:

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

IV. CONSULTANT'S OBLIGATION

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

V. CONSULTANT SERVICE DESCRIPTION

The consultant will conduct a psychoeducational assessment for Manana Bravo and develop a Behavioral Intervention Plan (BIP). The Consultant will review the student's file, current assessments and other related reports, IEPs, observe the classroom, and meet with designated consultants and staff. The Consultant will write an assessment report and present the assessment at the IEP meeting.

VI. CONFIDENTIALITY

In the course of performing consulting services, the parties realize that the Consultant may come in contact with or become familiar with information which may be considered confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than South Monterey County Joint Union High School District.

VII. ASSIGNMENT

This agreement is for personal services to be performed by Consultant and may not be assigned to, sub-let to or performed by any person or persons who are not parties hereto except by employees of Consultant whose names and qualifications have been approved by District.

VIII. TERMINATION OF AGREEMENT

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

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

IX. DISTRICT'S RIGHT OF RETENTION

District shall become the owner of and entitled to exclusive possession of all records, documents, files, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

X. EXTENSION OF TERM

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

XI. SIGNATURES

These signatures attest the parties' agreement hereto:

CONSULTANT / TITLE

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

Date

Date

Social Security Number of Consultant *

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

Preferred contact information:

CONSULTANT / TITLE (Please Print)

Mailing Address (number, street name, city, state and zip code: Please Print)

Phone number

Cell Phone

Account code: _____

CBO signature _____ Date: _____

Routing:

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

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

SUBJECT: Approval of Service Agreement with Dr.
Jacqueline Cheong to Furnish Consultant Services:
Professional Development

MEETING: January 20, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:

The South Monterey County Joint Union High School District's Special Education Program requires the expertise and services of a behavior intervention specialist to build capacity in our staff and provide related services that are part of an Individual Learning Plan (IEP). Dr. Cheong has provided and will continue to provide support to our staff in the areas of (1) curriculum of the functional skills class (2) instructional strategies and techniques to address academics and behavior, (3) and home to school communication mechanism. The coordination and integration of these services will ensure that we are compliant in the delivery of the services required by the IEP.

Recommendation:

The recommendation is being made for the State Administrator to approve the Service Agreement with Dr. Jacqueline Cheong.

Fiscal Impact:


\$10,000.00 from the Special Education Fund.

Submitted By:

Approved:



Isaac Estrada, Ed.D.
Director of Alternative Placement for Student Success



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 *Jacqueline Cheong*, 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 January 20, 2016 and it terminates June 15, 2016 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated for conducting an assessment of the instructional/behavioral program for Manana Bravo.
- Consultant shall be compensated at the rate of \$170.00 per hour.
- The District will pay the Consultant for travel time 30 minutes from Berkeley, CA to Greenfield, CA.
- Total payment(s) to Consultant, under this contract shall not exceed \$10,000

III. DISTRICT OBLIGATION:

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

IV. CONSULTANT'S OBLIGATION

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

V. CONSULTANT SERVICE DESCRIPTION

The consultant will provide support to the staff and create bridges for staff development, coordination of services, and home to school communication to enhance the delivery of the instructional and behavior services for Manana Bravo. These services and targets include but are not limited to (1) addressing behavior targets (2) providing staff development for the functional skills classes focusing on strategies and techniques for effective instruction, (3) supporting home to school communication mechanisms and strategies.

VI. CONFIDENTIALITY

In the course of performing consulting services, the parties realize that the Consultant may come in contact with or become familiar with information which may be considered confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than South Monterey County Joint Union High School District.

VII. ASSIGNMENT

This agreement is for personal services to be performed by Consultant and may not be assigned to, sub-let to or performed by any person or persons who are not parties hereto except by employees of Consultant whose names and qualifications have been approved by District.

VIII. TERMINATION OF AGREEMENT

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

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

IX. DISTRICT'S RIGHT OF RETENTION

District shall become the owner of and entitled to exclusive possession of all records, documents, files, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

X. EXTENSION OF TERM

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

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

SUBJECT: Approval of substitute teacher pay rate

MEETING: January 20, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

The District has had a difficult time attracting substitute candidates and we have lost a large portion of our substitutes to other neighboring districts who offer a higher pay rate. Attached is a comparison chart which shows what our neighboring districts are paying to substitute teachers along with our current sub pay rate. The chart also shows what we are proposing as an increase in substitute pay in order to remain competitive.

Due to the immense shortage of substitute teachers and the big demand that exists, we are requesting that the substitute teacher pay rate be increased as indicated on the chart effective January 21, 2016.

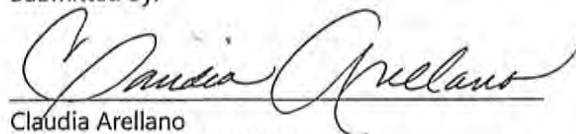
Recommendation:

It is recommended that the State Administrator approve the increase in the substitute pay rate as indicated.

Fiscal Impact:

An increase of \$10,000 to the general fund.

Submitted By:



Claudia Arellano
Human Resources Director

Approved:



Daniel R. Moirao, Ed. D.
State Administrator

SUBSTITUTE TEACHER PAY RATE COMPARISON CHART

DISTRICT	DAILY RATE	LONG-TERM RATE	LONG-TERM ON	MILEAGE
Alisal SD	\$ 146.00	\$ 226.00	25th day	
Bradley SD	\$ 140.00			
Gonzales USD	\$ 140.00	\$ 210.00	21st day	
Greenfield USD	\$ 150.00	\$ 225.00	20th day	\$10 if traveling 15 miles or more
King City USD	\$ 150.00	\$ 215.00	20th day	\$25 if traveling more than 20 miles
Soledad USD	\$ 145.00	\$ 170.00	21st day	
SMCJUHS	\$ 135.00	\$ 200.00	20th day	\$15 if traveling more than 20 miles one way

SMCJUHS PROPOSED				
	\$ 150.00	\$ 220.00	20th consecutive day	\$15 if traveling more than 20 miles one way for same assignment

NOTE: All substitutes working less than a full day are paid on a pro-rated basis

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

SUBJECT: Approval of Agreement for Architectural Services
with Teter, LLP

MEETING: January 20, 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 Agreement for Architectural Services with Teter, LLP, who will be providing architectural services for the Emergency Repair Grant project in the District.

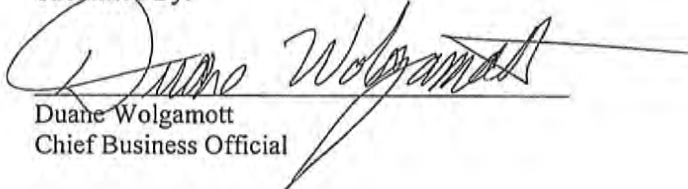
Recommendation:

The recommendation is being made for the State Administrator to approval the contract with Teter, LLP.


Fiscal Impact:

Fees are within amount funded by grant.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT FOR ARCHITECTURAL SERVICES ("Agreement") is entered into this Date, between the **South Monterey County Joint Union High School District**, King City, California, hereinafter referred to as the "District," and **Teter Architects**, hereinafter called the "Architect."

RECITALS

WHEREAS, District requires professional services, for public works related to: renovation, rehabilitation, demolition, and reconstruction of, as well as addition to, existing facilities and other work as authorized by District, and:

WHEREAS, District desires to commission Architect to perform such professional services on the project (hereinafter referred to as "Project") as defined by Exhibit B), and:

WHEREAS, Architect is willing to provide such professional services for District, and:

WHEREAS, the Architect desires to perform the architectural, landscape architectural, civil engineering, structural engineering, electrical engineering, mechanical engineering, site engineering for utilities and site infrastructure, and construction administration services necessary for the Project, and:

WHEREAS, Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Article 2, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California, and:

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION

A. As defined further by Exhibit B attached, District authorizes Architect to proceed on the Project as described:

1. **South Monterey County Joint Union High School District Emergency Repair Program Grant Project**

ARTICLE 2. EMPLOYMENT OF ARCHITECT.

- A. The District retains the Architect to perform the necessary professional services, including those hereinafter set forth in connection with Project(s). Architect shall name a specific person as Project Manager for each Project, subject to approval of the District, which approval shall not be unreasonably withheld. The Project Manager shall maintain personal oversight of the Project, and act as principal contact with the District, the contractor, and Architect's consultants, engineers and inspectors on the Project. Any change by Architect of the Project Manager shall be subject to approval by the District, which approval shall not be unreasonably withheld.
- B. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing services under this Agreement on behalf of Architect shall also not be employees of District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Architect shall be

responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

ARTICLE 3. ARCHITECT'S SERVICES

The Architect shall perform professional architectural, engineering and construction administration services in a prompt and professional manner, consistent with the standards of the industry and ordinarily exercised by architects specially qualified to provide the services required by the District, including but not limited to the following:

A. COMMUNICATION WITH DISTRICT.

Participation in all consultations and conferences with authorized representatives of the District and/or other local, regional, or state agencies concerned with the Project necessary for the development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue through the planning and construction of the Project and the contractor's warranty period. Architect shall only take direction from staff specifically designated by District (the "District Representative"). The District Representative for the Project shall be **Diane L. Miller, Director of MOTF**. The District hereby certifies that the District Representative has been duly authorized by the Governing Board of the District to represent the District on Project.

B. HIRING OF CONSULTANTS AND PERSONNEL.

1. Architect shall have the option, unless given written objection from the District, to employ at its expense architects, engineers, or other persons, qualified and licensed, to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as it may delegate without relieving itself from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify District of the identity of all consultants prior to their commencement of work.
2. All engineers, experts and consultants retained by Architect in performance of this Agreement shall be licensed to practice in their respective professions, where required by law.
3. Architect shall promptly obtain written District approval of assignment and/or reassignment or replacement of such engineers or consultants or of other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by District.
4. Draftsmen and other clerical personnel shall be retained by Architect at Architect's sole expense.

C. BUILDING PERMITS AND CONFORMITY TO LEGAL REQUIREMENTS.

1. The Architect shall identify applicable governmental agencies having jurisdiction over construction Project. The Architect shall endeavor to ensure that its drawings and specifications comply with the applicable requirements of law, local, regional, and State, and the requirements of public authorities and bodies formed under local, regional, State, or federal law, including, but not limited to, the Division of State Architect (structural safety, fire/life safety, and access compliance section), the State Department of Education, state, local or regional planning agencies, whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval in accordance with this Agreement.
2. Architect shall endeavor to use its professional efforts to interpret applicable Americans with Disabilities Act (ADA) requirements and California accessibility regulations as they apply to the

Project and endeavor to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law. The Architect cannot and does not warrant that the Project will comply with all interpretations of the ADA in relation to the requirements of other federal or state regulations. Interpretation of inconsistencies and areas subject to conflicting interpretations shall be the responsibility of District.

D. INITIAL PLANNING PHASE OF PROJECT.

1. Provide advice and assistance to District in determining the feasibility of the Project, the type and quality of materials and construction to be selected, the site location and other initial planning matters.
2. Architect shall notify District in writing of potential complications, cost considerations, unusual conditions, and general needs that potentially impact the Project budget and timeline.
3. Architect shall assist and advise District in securing easements, encroachment permits, and coordination with utilities, rights of way, dedications, coordination with adjacent Property Districts, infrastructure, and road improvements.
4. If so required by the District, Architect shall assist in the conducting of the "initial study" necessary to determine the application of the provisions of the California Environmental Quality Act of 1970.

E. SCHEMATIC AND DESIGN DEVELOPMENT PHASES

1. On specific written approval by the District of the initial planning described in Paragraph (D) of this Article, the Architect shall prepare schematic design documents, including a site plan and other Project related information necessary and required for an application by the District to any local, regional, State, or Federal agency for funds to finance the construction Project.
2. The Architect shall prepare a written statement of estimated probable construction costs, based on current area, volume, and other unit costs. Architect shall additionally prepare a written time schedule for the performance of work on the Project that itemizes constraints and critical path issues.. The purpose of the cost estimate is to show probable cost in relation to the District's budget. If Architect identifies site or other cost considerations which impact the Project budget, Architect shall disclose such conditions in writing to District. Architect shall revise the written statement of construction costs and the written time schedule for the performance of the work as necessary to address changed conditions or dates.
3. The Architect shall provide two (2) complete sets of the schematic plans described in section (E)(1) for District review and approval. Additionally, at District expense, the Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with the Project, including, but not limited to the Division of State Architect, and any other appropriate federal, State, local, or regional regulatory bodies. Any additional copies required shall be provided as a reimbursable expense per Article 4.
4. Architect shall provide a timetable of Project development and Architect's work to District;
5. The Architect shall assist District in applying for and obtaining required approvals from all applicable governmental agencies and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities and governmental agencies for the securing of priorities, materials, or funds as an aid in the construction of the Project and obtain final Project approval and acceptance by said agencies as required.

6. The Architect shall provide design presentation drawings including a color schedule of all materials and selections of materials, finishes, and other matters involving an aesthetic decision of the Project for presentation to the governing board of the District for review and approval.
7. On specific written approval by the District of the Schematic Design described in this Article, the Architect shall prepare Design Development Documents. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

F. CONSTRUCTION DOCUMENTS AND AGENCY APPROVAL PHASES.

1. On specific written approval by the District of the Design Development documents described in Paragraph E (7) of this Article, the Architect shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of work. The drawings and specifications shall set forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical system and utility service connection equipment and site work.

The final drawings and specifications must be in such form as will enable the District to obtain responsive bids or proposals. The drawings shall be clear and legible so that uniform copies may be obtained from them. The specifications shall be typed on letter size paper properly indexed and numbered and shall be capable of being clearly copied and assembled in a professional manner by Architect.

2. District shall review, study and check the drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of such documents by the Governing Board of the District, subject to the approval of the Division of the State Architect. Architect shall, at no additional cost, make all District-requested changes, additions, deletions, and corrections in the drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction, prior approvals, inconsistent with prior District direction, or inconsistent with Architect's professional judgment. The parties hereto agree that the Architect and not the District possesses the requisite expertise to determine the constructability of the drawings and specifications. The District's review and approval of the drawings shall not be conclusive of the constructability of the plans, and the Architect shall remain solely responsible for the sufficiency and completeness of such documents.
3. It is understood by the Architect that the District shall specify the sum of money, defined as the "Construction Budget" set aside to cover the total cost of the construction of the work exclusive of Architect's fees and testing/inspection costs, and the Architect agrees to use reasonable efforts to develop the plans so that the total construction cost to the District will not exceed the Construction Budget. Architect shall endeavor to keep the actual cost of the work as low as may be reasonably consistent with the purpose of the project and proper workmanship and materials. Should it become evident that the total construction cost, based on the Final Estimate of probable construction cost prepared in accordance with paragraph G (3), will exceed the Construction Budget, the Architect shall at once present a statement in writing to the District Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

After notification by the Architect that the Final Estimate exceeds the Construction Budget, the District shall direct the Architect to proceed as follows:

- a. Modify documents as required to bring project within the Construction Budget, including use of alternates and phased construction, or;

- b. Revise the Construction Budget to the Architects Final Estimate.

Subject to paragraph G (4) of this Article, in the event that the District is not notified that the Final Estimate exceeds the Construction Budget, and the lowest responsible bid received by the District from contractors for the construction of the work exceeds the Construction Budget by greater than ten percent (10%), then Architect shall, if requested by the District, and without extra compensation therefore, revise the plans and specifications for the work so that the construction may be completed for the total cost which does not exceed the Construction Budget or so that certain portions of the Project may be omitted, deferred or separately bid.

4. The District may approve cost increases or reductions resulting from changes to the original project scope, including, but not limited to:
 - a. Costs changes resulting from District's changes in the original program
 - b. Cost changes resulting from the District's acceptance of substitutions of projects products or systems
 - c. Cost changes resulting from unforeseen conditions including soils conditions and abatement of hazardous materials
 - d. Cost changes resulting from events causing delay at any time in the progress of the Work, including any act or neglect of the District, District's Representatives, or separate contractors employed by the District, or by changes ordered in the Work, or by labor disputes, flood, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties, governmental action or restrictions, injunction, or other causes beyond the Architects control, or by delay authorized by the District pending mediation, or by other causes which the District and Architect agree may justify delay.
 - e. Cost changes resulting from changes and delays caused by the review of any and all approval agencies.
 - f. Costs resulting from possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect.
5. The Architect shall provide two (2) complete sets of the final working drawings and specifications described in Paragraph F (1) for District review and approval.
6. Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, or other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices, or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District. Architect shall provide to the District, at no additional cost to the District, one complete set of preliminary plans for the review and written approval of the District, and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.
7. DSA and Agency Approval: Additionally the Architect shall provide copies of such documents as required by any State, federal, local, or regional agencies concerned with the Project, including, but not limited to the Division of State Architect (DSA), and any other appropriate federal, State, local, or regional regulatory bodies. District shall pay printing costs for such copies.

8. After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents, which shall include the final working drawings and specifications and all other Project documents (collectively, the "Contract Documents") to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA. The Architect shall provide the District, at the time of DSA approval of the final form of the Contract Documents, with the Architect's "Final Estimate" of probably construction costs and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents.

G. BID PHASE.

1. If so required by District, Architect shall assist District in the completion of bidding and contract documents, including but not limited to Advertisement for Bids, Information for Bidders, Bid Forms, Bonds, General Conditions, Special Conditions, Agreement, documents required to comply with Disabled Veteran Business Enterprise preferences (if required), affirmative action documents, or any other documents required in order to obtain responsive bids. All such documents shall be subject to the approval of the District and District's counsel.
 - a. District shall provide Architect with all bid procedure documents, contract forms, conditions of the contract for construction, and similar documents defining the bidding procedures and the District/Contractor contract form the District has elected to use. District shall be responsible for verifying such documents are current and comply with all applicable laws and regulations. District shall provide the Architect such documents in final form for inclusion in the bid documents, or in an electronic format acceptable for use by the Architect.
 - b. As a part of the bidding and contract requirements between the District and Contractor, District shall require the Contractor to name the District, Architect and Architect's consultants as an additional insured on all Commercial General Liability insurance provided by the Contractor.
2. Architect shall assist District, if so requested, in pre-qualifying bidders pursuant to Public Contract Code.
3. If the lowest responsible bid on the Project exceeds the Architects Final Estimate by ten percent (10 %), District may request Architect to amend the final drawings and specifications to re-bid the Project so that bids are within ten percent (10%) of the Final Estimate. At the request of District, Architect shall provide working drawings and specifications, which include alternate bids as deemed advisable by the District.
4. Following District's approval of the Contract Documents and Final Estimate, Architect shall provide to District at District expense, sets of Contract Documents in adequate number for bidding purposes. Architect shall assist District notifying potential interested parties to obtain the copies of Contract Documents, in obtaining bids on the Project and in awarding the contract.
5. Architect shall assist District in the bidding phase, including responding to bidders' questions and preparation of addenda.

H. ADMINISTRATION OF CONTRACT FOR CONSTRUCTION PHASE.

Observation of the work executed from the final working drawings and specifications shall be in person by the Architect, provided that the District may in its discretion consent to such observation by a competent representative of the Architect. The Architect's responsibility shall include the preparation of all documents made necessary by errors in the originally approved drawings or specifications and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction.

The Architect shall provide general administration of the Contract for Construction based on the Contract Documents, including, but not necessarily limited to the following:

1. Architect shall conduct a pre-construction meeting with all interested parties.
2. Periodic visits to observe contractor's work and for general conformance with the plans and specifications and that work is progressing in general accordance with the Construction Documents and contractor's schedule (every 2 weeks, or more frequently if deemed appropriate in the Architect's professional opinion).
3. Periodic site visits to communicate and observe the activities of the Project inspector employed by District (at least every 2 weeks). Architect shall direct the inspector and/or contractor and coordinate with the inspector in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines. Such drawings shall be prepared by the contractor and forwarded to District upon completion of the Project.
4. Cause engineers and other consultants as may be hired by Architect pursuant to this Agreement, to observe the work completed under their disciplines as required, and review all test results for general conformance with the original approved documents for their portion of the Project.
5. Make regular reports as may be required by the applicable local, regional and state agencies;
6. Provide written reports to the District after each construction meeting to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work;
7. Make written reports to the District as necessary to inform District of problems arising during construction, changes contemplated as a result of the problem and progress of work.
8. Keep records of construction progress and time schedules and inform contractor and District of any deviations from the time schedule, which would delay timely completion of Project.
9. Check and process all required material and test reports and report to the Division of the State Architect, the Contractor and the District any deficiencies in material as reflected by those reports with recommendation for corrections of such deficiencies.
10. Review in a timely manner schedules and shop drawings, samples, and other submissions of the contractor and subcontractors for general compliance with design and specifications;
11. Reject work or materials, which do not conform to the Construction Documents and notify District of such rejection. The Architect shall have the authority to reject any work, which, in the opinion of the Architect, does not comply with the Construction Documents. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.
12. Consult with District with regard to substitution of materials, equipment, and the laboratory reports thereof prior to the final approvals of such substitutions by the District in writing;
13. Advise District in writing of any material change, or changes, necessary in the plans and specifications of the Project. Architect shall not order contractors to make any changes

affecting contract price without approval by the District of a written change order, pursuant to the terms of the Construction Documents. The Architect may order on his or her own responsibility and pending the Board's approval, changes necessary at the time to meet construction emergencies if written approval of the District Representative is first secured;

14. Examine, verify, and approve contractors' applications for payment and issue certificates for payment in amounts approved by Inspector;
15. Coordinate final color and product selection with District's original design concept.
- 16 Determine date of substantial completion;
17. After determining the Project is substantially complete, the Architect shall inspect the Project and provide the District and contractor a written list of all deficiencies, including minor items ("punch-list items"). Architect shall notify Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
18. Assemble for and provide to District written warranties, guarantees, Districts' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the contractors and subcontractors;
19. Make any further observations of Project necessary to issue Architect's Certificate of Completion and final certificate for payment.
20. Cause engineers and other consultants, as may be hired by Architect pursuant to this Agreement, to file required documentation with governmental authorities necessary to close-out Project.
21. Advise District on apparent deficiencies in construction during one-year warranty period following acceptance of work.

I. ADDITIONAL SERVICES OF ARCHITECT.

At District request, Architect may be asked to perform additional services not included in this Agreement ("Additional Services"). No additional compensation shall be paid to Architect for performing Additional Services unless District and Architect agree in writing as to the amount of compensation for the Additional Services prior to such services being rendered. District may elect to allow Architect to perform Additional Services on an hourly basis (see attached Hourly Rate Schedule – Exhibit A. Additional Services may include, but shall not be limited to, the following:

1. Architectural Programming;
2. Plan preparation and/or administration of work on portions of the Project separately bid;
3. Assistance to District, if requested, for the selection of moveable furniture, equipment or articles which are not included in Construction Documents;
4. Services caused by delinquency, default or insolvency of contractor or by major defects in the work of the contractor in the performance of the construction contract;
5. Revisions in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the District or due to causes beyond the control of Architect;
6. Serving as an expert witness on District's behalf;
7. Observation of repair of damages to structure.
8. Work required to obtain any local discretionary approvals (i.e. conditional use permits, etc.)
9. Preparation of plans and specifications as required by District to comply with California High Performance Schools programs, LEED certification, or other specialized energy or sustainable design criteria.

J. ELECTRONIC DOCUMENTS:

1. Upon District request, Architect will provide certain documents in electronic formats to District at the completion of the project, or at termination of Architect's services, provided that there are no outstanding amounts still owed to Architect. As a condition precedent to the transfer of such files, the District acknowledges the following:
 - a. The computer files and the information they contain are provided as-is, in the computer formats used by Architect in the course of business, and in such format as chosen by Architect. The files are provided without warranty or guaranty of compatibility with District software or hardware systems. Further, the District acknowledges data stored on files/disks can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, duration of storage, or human operators.
 - b. The creation of the computer files shall be considered an Additional Service and such shall be compensated as an Additional Service per Article 4.
 - c. The computer files and the information they contain are provided for the District's convenience only. The information provided on the files may not be current with all modifications, including, but not limited to, changes made during agency review, construction, or changes made by the District that the Architect is not aware of.

- d. The District accepts responsibility for ensuring all persons, including consultants and contractors, comply with these requirements and limitations in using the information provided on these files. Further, the use of these files is limited solely to this project. Use of files on other projects or on other applications by District is expressly prohibited.
2. Subject to these conditions, Architect agrees to deliver to District the following electronic files:
 - a. One set of the Contract Documents, including drawings, bidding documents, and specifications, in PDF or similar non-CAD electronic format, as used for bidding purposes.
 - b. One set of CAD electronic documents, consisting of site plans, floor plans, and roof plans, each as provided by architectural, structural, civil, mechanical, plumbing and electrical disciplines, complete with all required reference files to prepare a complete CAD drawing. Such drawings will be provided without professional seals, stamps and title blocks of Architect or Architect's consultants.

K. ELECTRONIC DOCUMENT TRANSMISSION

1. District understands and agrees the Architect relies on various forms of data transmission as a means of conducting Architect's business, including the Internet, and that the Internet may be used for intentional and malicious purposes, including transmission of electronic applications commonly referred to as computer "viruses" or "worms." While the Architect endeavors to eliminate the propagation of such applications through its systems and network, the Architect has no control over the actions of third party Internet service providers or users of the Internet or similar systems. Consequently, District agrees to waive any and all claims against Architect relating to the propagation of virus applications that may cause damage of any kind to the District, unless resulting from the negligence or misconduct of Architect.

ARTICLE 4. DISTRICT RESPONSIBILITIES.

The District's responsibilities shall include, but not be limited to, the following:

A. PROJECT DATA

District shall, upon request by Architect and to the extent held by District, provide to the Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations. It shall be District's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including, but not limited to, record drawings ("as-built drawings") in the District's possession or control. Even though Architect will make a good faith effort to verify the accuracy of such information and as-built drawings by means of a visual, non-destructive review of the interior and exterior site conditions, Architect shall be entitled to rely upon the accuracy and completeness of all documents and information provided by District. In addition, District shall also make a good faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Architect, which may not be shown on the as-built drawings.

B. SURVEYS

1. Unless otherwise procured by the District, the Architect shall assist District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Survey shall be provided in electronic format.

C. TESTS AND INVESTIGATIONS

1. To the extent required for the Project, the Architect shall assist the District in procuring chemical, mechanical, or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations in compliance with applicable regulations.
2. The District shall disclose, to the extent known to the District, the results and reports of prior tests, inspections or investigations conducted for the Project including but limited to: all existing building systems, on-site, off-site utility and service systems; chemical, air and water pollution; hazardous and toxic materials; or other environmental and subsurface conditions. The District shall disclose all information known to the District regarding the presence of all pollutants and/or hazardous materials at the Project's site.

D. ADMINISTRATIVE RESPONSIBILITIES

1. The District shall distribute documents to bidders and conduct the opening of bids on the Project, if applicable.
2. The District shall designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents. Such person or persons shall attend meetings during construction and accompany Architect and Contractor on the final inspection.
3. District shall review all documents submitted by Architect, including change orders and other matters requiring Governing Board approval or approval of District officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission.
4. District shall notify Architect in writing if any deficiencies in material or workmanship become apparent to District during contractor's warranty period.
5. The District shall be responsible for obtaining easements, discretionary permits, use fees, zoning variances and legal authorizations regarding site utilization required for the completion of the project and the execution of the District's program, including but not limited to, actions required for compliance with the California Environmental Quality Act ("CEQA") and the site approval process required by the California Department of Education (CDE) including, without limitation, approval by the Department of Toxic Substance Control (DTSC). Architect and Architect's consultant team shall cooperate with District staff and District Consultants retained by the District for preparation and analysis of all required reports to complete the environmental review process leading to approval of the Project.
 - b. Unless otherwise provided in this Agreement, the District shall be responsible for the process of identifying, applying for and obtaining all requisite permits and approvals from local and state agencies with jurisdiction over the Project. Architect shall assist, cooperate and coordinate with District in District's efforts to satisfactorily complete all permit processes applicable to the design, construction and ongoing operation of the Project, including preparation of required documents.
6. It is expressly understood that the District shall pay all required fees levied by local and state agencies with jurisdiction over the Project (including but not limited to, plan check, permit and utility connection fees).
7. Architect shall be entitled to reasonably rely upon the accuracy and completeness of approvals, information, permits, surveys and reports provided by the District, except to the extent the District advises the Architect to the contrary in writing.
8. The District shall perform all required site mitigation or remediation, including abatement of hazardous/toxic site contaminants, asbestos and/or lead containing material, at its sole cost.
 - a. In consideration of the presence or potential presence of asbestos containing material, or hazardous or toxic substances, products or materials at or near the Project site, the District agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect in accordance with Article 10 from and against all claims, suits, and liabilities arising out of or in way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos containing material, or hazardous or toxic substance, products or material that exists on or about the project site, whether liability arises under breach of contract or warranty, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

- b. The District acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "generator", "operator", or "transporter" of hazardous materials, as these terms are defined in applicable federal or state statutes.
9. The District shall not require the Architect to use specific computer systems, CAD program applications, estimating and/or scheduling systems, financial reporting formats or other data management and reporting systems without Architect's consent.
10. The District shall appoint and pay an Inspector as provided by State law. Said Inspector shall be qualified and approved by the Division of State Architect and shall be under the technical direction of the Architect with regard to interpretation of the plans and specifications, and responsible to, and act in accordance with the policies of the District. The administration of the contract for construction by Architect and his or her engineers shall be in addition to the continuous personal supervision of the District's Inspector. Architect may rely on the Inspector's performance of services.
11. The District shall retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

ARTICLE 5. ARCHITECT'S FEE.

A. BASIC SERVICES.

The District shall pay to the Architect for the performance of all services rendered herein fees based on the Architect's Fee Schedule, which constitutes complete payment for the Architect's services under this Agreement.

B. PAYMENT FOR ADDITIONAL SERVICES.

The Architect shall be paid for Additional Services pursuant to the written agreement between the parties approving the Additional Services and the compensation for the Additional Services.

C. REIMBURSABLE EXPENSES.

1. Reimbursable Expenses are in addition to compensation for basic services and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses and will be reimbursed to the Architect by the District at actual cost:
 - a. Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, bidding, construction and record drawings.
 - b. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that stipulated in Article 12 and normally carried by the Architect and Architect's consultants.
 - c. Expense of reproduction of District provided Record Drawings and As-Builts of existing facilities if required by the Architect in the performance of this Agreement.

D. REUSE OF EXISTING PLANS.

In the event Architect reuses existing plans and specifications of another school for the Project, previously prepared by Architect, a credit (or reduction in the Basic Fee) shall be given to the District for such reuse as follows:

1. If the existing documents are a direct reuse of the plans, a credit shall be given the District of 40 percent of the Architect's Construction Document Phase fee that would otherwise be due only (40 percent of the total Project fee), however, the credit shall only apply to the building costs.
2. If the existing documents are a flip or reverse reuse of the plans, a credit shall be calculated at 30 percent of the Architect's Construction Document Phase fee that would otherwise be due only (40 percent of the total Project fee), however, the credit shall only apply to the building costs.
3. In the event of a reuse of documents, the Architect shall be compensated (the credit shall be reduced) on an hourly basis for all work required to redesign and update the plans to accommodate District requested changes, equipment or manufacturer changes, revised code requirements, or other revisions necessitated by the passage of time from the point when the documents were originally produced until the time of reuse. In no event shall the hourly compensation to revisions to plans exceed the Basic Fee that would otherwise be due Architect in the event no reuse had occurred.

E. MULTIPLE BID PACKAGES.

1. If the District decides to utilize Construction Management (CM) and/or Multiple Prime Construction, the Architectural fee shall be increased by three-fourths of a percentage (.75 percent). If so directed by the District as part of the preparation of contract documents, and before initial DSA submittal for approval, final working drawings and specifications shall be prepared so that portions of the work may be performed under separate construction contracts or that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred. Should direction be given after DSA approval of project, the Architectural fee shall be increased by one and one-fourths of a percentage (1.25 percent).
2. Architect agrees to meet and coordinate with District's CM consultants, and to review documents proposed for use by the CM, including specification sections.
3. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.

ARTICLE 6. PAYMENTS TO ARCHITECT.

- A. For all "Basic Services" satisfactorily performed, the total compensation paid to the Architect for the Project shall be no more than the amount set out in the approved addendum to this Agreement for the Project. The Architect's total compensation for a Project under this Agreement shall not exceed ten and one half percent (10.5%) of the final adjusted Project Construction Cost for the Project. Architect's compensation shall be paid by District to Architect monthly in arrears incrementally within the following phases as follows based upon the percentage of work completed:

Phase	Percentage of Total Fees
1. Schematic Design Phase	20 percent
2. Construction Document Phase	40 percent
3. DSA Approval	10 percent
4. Bidding Phase	10 percent
5. Construction Phase	20 percent

Upon any adjustment (increase or decrease) to the Project Construction Cost as permitted by this Agreement, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such

adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

"Project Construction Cost" shall mean the Final Estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, and as subsequently revised by the District to account for actual construction contract costs and District directed or approved additive or deductive change orders, with the exception of (i) items resulting from Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law, (ii) any approved payments to Architect for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis.

- B. Architect shall not receive final payment until completion of all Architect's required duties, including, but not limited to, Architect's filing of all necessary DSA close out documentation.
- C. In order to receive payment, Architect shall present to District an invoice for payment for approval by District's authorized representative designating services performed, method of computation of amount payable, and amount payable.
- D. Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.
- E. Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article 8 hereof.
- F. District shall not withhold or postpone payment for services rendered as a discount or offset for any claim by District against the Architect unless agreed to in writing by Architect or the Architect has been found to be legally liable for such amounts. In addition, the District shall not withhold payments to the Architect contingent on the construction and completion of the project, or receipt of funds, reimbursements, or credits from other parties who may be liable for claims by the District.
- G. When the construction period for the project is extended more than Ninety (90) days past the contractors' completion date, the Architect shall be compensated for those additional costs caused by such delay, including staff costs, consultant costs and expenses.
- H. The Architect shall be compensated for those additional costs, including staff costs, consultant costs and expenses, caused by Contractors default or by Contractors failure to pay subcontractors and suppliers, including assisting District with Stop Notices, Notice of Lien, coordination with surety companies, and all other related tasks.

ARTICLE 7. INSTRUCTIONS TO PROCEED.

If the District elects, in its sole discretion, to add a Project or Projects to this Agreement by addendum, the Architect will be granted authorization to proceed with such Project or Projects by a District signed Letter of Authorization.

ARTICLE 8. TIME SCHEDULE.

- A. Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- B. Any delays in Architect's work because of the actions of the District or its employees, those in direct contractual relationship with District, by a governmental agency having jurisdiction over the Project, by any third party, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Architect, shall be added to the time for completion of any obligations of

Architect, subject to reasonable District approval. District shall not be liable for damage to Architect on account of such delays.

- C. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by Article 12 remain in effect during the requested additional period of time.

ARTICLE 9. SUSPENSION, ABANDONMENT, TERMINATION.

- A. The District hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project(s) or to terminate this Agreement at any time. In the event of such suspension, abandonment or termination, the Architect shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of this Agreement for services rendered up to the date of such suspension, abandonment, or termination. If the date of suspension, abandonment or termination occurs prior to the date of approval of preliminary studies or prior to the date of approval of the working drawings, such payments shall be the reasonable value of the services rendered up to the date of such suspension, abandonment, or termination less any payments theretofore made, as determined by the District, and the Architect hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment, or termination.
- B. If the Architect's services are suspended by the District for less than thirty (30) days, the District may require the Architect to resume services within ten (10) days after written notice from the District. If the project has been suspended for thirty (30) days or more, the Architect shall be entitled to delay start up of the project for thirty (30) days to permit re-assembling staff and consultant resources, and Architect shall be entitled to additional compensation for expenses incurred as a result of the suspension and resumption of services. Suspension of project for ninety (90) days or more shall be cause for termination by Architect at Architect's sole election. Following notice from the District, the Architect shall prepare an updated project schedule for District's review
- C. Upon payment of the amount required to be paid under this Article following the termination of this Agreement, the District shall have the right to use completed contract documents or other work product prepared by Architect as defined by this Agreement. Architect shall make such documents available to the District upon request and without additional compensation.
- D. This Agreement may be suspended by the Architect upon seven (7) days written notice to the District for the District's substantial failure to perform in accordance with the terms of this Agreement, including, but not limited to, breach of payment. The Architect shall have no liability to the District or others for such suspension caused by such breach of Agreement. Upon receipt of payment or the resolution of such other breach which caused the Architect to suspend services, the Architect shall resume services subject to the schedule and compensation adjustment provisions of Article 4.
- F. This Agreement may be terminated by the Architect for cause upon not less than seven days written notice for any of the following reasons:
1. Substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of the Architect.
 2. Assignment of this agreement or transfer of the Project by the District to any other entity without the prior written consent of the Architect.
 3. Suspension of the project by the District for more than ninety (90) days.
 4. Material changes in the conditions or scope of services under which this Agreement was entered into and the failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such material changes.

G. In the event of termination under this Article 8, the District shall compensate the Architect for all documented services rendered to date and all documented expenses incurred to date.

ARTICLE 10. OWNERSHIP OF DOCUMENTS.

Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, presentation drawings, structural computations, estimates and related documents prepared by Architect (hereinafter collectively referred to as the "Plans") solely for use on this Project pursuant to this Agreement. The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

The Architect retains all rights to all copyrights, designs, common law, statutory and other reserved rights, and all other intellectual property embodied in the plans, record drawings, specifications, estimates and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.

Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 10 of this Agreement for any breach of this Article due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

This license shall terminate immediately upon District's failure to comply with the terms and conditions of this Agreement.

ARTICLE 11. INDEMNITY.

A. ARCHITECTS INDEMNITY:

Architect shall indemnify and hold harmless the District and its officers, directors, partners, employees, affiliates, and agents (all of whom are referred to herein collectively or individually as "Indemnitees") from and against any and all claims to the extent such claims are caused by the negligence, recklessness, or willful misconduct of Architect, its officers, partners, employees, consultants, contractors or agents. The foregoing obligations of Architect include and apply without limitation to any injury, death or damage to Indemnitees, third parties, or any or all of them, their respective, officers, partners, employees or agents and their respective property.

B. DISTRICT INDEMNITY.

District shall indemnify and hold harmless the Architect and its officers, directors, partners, employees, subcontractors, consultants, affiliates, and agents (all of whom are referred to herein collectively or individually as "Indemnitees") from and against any and all claims, to the extent such claims are caused by the negligence, recklessness, or willful misconduct of the District, its officers, trustees, employees, consultants, contractors or designated agents. The foregoing obligations of District include and apply without limitation to any injury, death or damage to Indemnitees, third parties, or any or all of them, their respective, officers, partners, employees or agents and their respective property.

ARTICLE 12. ERRORS AND OMISSIONS.

- A. The Architect may not be paid a fee for work required due to the Architect's negligence in the performance of responsibilities under this Agreement.
- B. If, due to the Architects negligence, a required item or component is omitted from the construction documents, the Architect shall be responsible only for the costs that can be reasonably determined to be in excess of what would have been included by contractor at the time of the bidding, as well as all required additional costs associated with correcting the Architect's omission or negligent act.
- C. Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000).

Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE 13. INSURANCE.

- A. Architect shall maintain in full force and effect at its sole cost and expense from the time this Agreement is entered into until the date of acceptance of the work by District, insurance as set forth in this Article and Article 11. All insurance provided for under this Agreement shall be with a carrier satisfactory to District. Prior to commencement of work, the Architect shall furnish to the District a certificate of insurance evidencing the above coverage. The District shall not be obligated to make any payment to Architect until after its receipt and acceptance of said certificate.
 - 1. Workers' compensation insurance as required by applicable laws, and employers' liability insurance, with a limit of not less than \$1,000,000.
 - 2. Commercial general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Commercial general liability policies obtained and maintained by the Architect shall contain endorsements naming the District and other interested parties designated by the District as additional insured and shall include products completed operation coverage as well as contractual liability coverage for liability assumed by Architect under this Agreement.
 - 3. Business automobile liability insurance for bodily injury and property damage. Such insurance shall extend to owned, non-owned, and hired automobiles used in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 per occurrence and shall name the District and other interested parties designated by the District as additional insured.
 - 4. Professional liability insurance coverage of \$1,000,000 per claim and annual aggregate.

- B. If District requires Architect to obtain Project insurance, such insurance shall begin when construction begins at which time Architect shall provide evidence of the existence of such policy to District. The cost of such insurance shall be borne by the District.

ARTICLE 14. RECORDS.

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to the extra and special services of this Project that are compensable by other than a flat rate. Architect shall maintain all records of accounts between District and contractor on a generally recognized accounting basis. Such records shall be available to the District or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of ten years after its completion.

ARTICLE 15. STANDARDIZED MANUFACTURED ITEMS.

- A. Architect shall cooperate and consult with District in use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment and fixtures, roofing materials and floor covering. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with building design.
- B. When directed by the District in writing, Architect will include in the Contract Documents specific materials, systems and processes reflecting a particular manufacturer and that manufacturers proprietary characteristics, including designation of such materials, processes and systems as "No Substitution". District agrees to indemnify Architect per Article 10 for such "No Substitution" direction, including all claims concerning Public Contract Code Section 3400.
- C. When directed by the District in writing, Architect will review District's suggested materials, systems and processes. When deemed necessary by Architect, Architect will advise District in writing of the Architects concerns regarding the suitability or applicability to the project. If directed by District in writing, Architect will include such materials, processes and systems in the Contract Documents. District agrees to waive any and all claims against the Architect and to indemnify the Architect per Article 10 for use of materials, systems and processes when such use was directed by the District against the Architect's recommendations. However, if the Architect considers such direction is contrary to the public interest or is in conflict with applicable codes, the Architect reserves the right to refuse such direction.
- D. The District understands and agrees that materials, systems and/or processes that are permissible under current building codes and regulations may, at some future date, be banned or limited in use because of presently unknown hazardous and/or defective characteristics.

ARTICLE 16. LIMITATIONS OF AGREEMENT.

This Agreement is limited to and includes only the work included in the Project(s) amended hereto and attached by exhibit.

ARTICLE 17. MEDIATION.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The mediation process shall provide that both parties select a disinterested third person mediator within a reasonable period of time, mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties agree to mediation but fail to select a mediator within the 15-day period, any party may petition the Superior court of Monterey County to appoint the mediator.

ARTICLE 18. COMPLIANCE WITH LAWS.

Architect shall endeavor to comply with applicable requirements of federal, state, and local law, including, but not limited to the International Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and applicable requirements prescribed by the California Department of General Services.

ARTICLE 19. INDEPENDENT CONTRACTOR.

Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

ARTICLE 20. SUCCESSORS IN INTEREST AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement, provided, however, that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District. Any attempted assignment without such consent shall be invalid.

ARTICLE 21. ASBESTOS CERTIFICATION.

Architect shall certify pursuant to 40 CFR section 763.99 (a) (7) that, to the Architects knowledge, no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that contractors provide the District with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBM"s). This certification shall be part of the final Project submittal.

ARTICLE 22. MISCELLANEOUS.

The following terms and conditions shall be applied to this Agreement:

A. GOVERNING LAW.

This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

B. ATTORNEYS' FEES.

In the event that either party commences legal proceedings to collect monies owed pursuant to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

C. Entire Agreement.

This Agreement with its exhibits supercedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

D. SEVERABILITY.

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

E. NON-WAIVER.

None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.

F. SUPPLEMENTAL CONDITIONS.

Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated herein by reference.

G. NO THIRD PARTY RIGHTS.

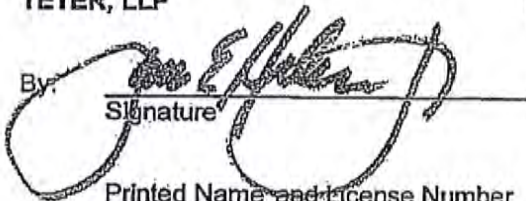
This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 16th day of December, 2015.

ARCHITECT:

TETER, LLP

By:


Signature

Printed Name and License Number
JAMES F. HICKMOTT JR.
Architect/Partner
Title
S.P. PARTNER
C-22801

DISTRICT:

South Monterey County Joint Union HSD

By:


Signature

Printed Name
December 16, 2015
Title

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

ADDENDUM #1

TO ARCHITECT'S AGREEMENT

FOR

EMERGENCY REPAIR PROGRAM GRANT PROJECT

JANUARY 12, 2016

ADDENDUM NOTES:

1. THE ARCHITECT'S TOTAL COMPENSATION FOR THE EMERGENCY REPAIR PROGRAM GRANT PROJECT UNDER THIS AGREEMENT SHALL NOT EXCEED TEN AND ONE-HALF PERCENT (10.5%) OF THE FINAL ADJUSTED PROJECT CONSTRUCTION COST FOR THE PROJECT.

-END OF ADDENDUM #1-



SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval to Award Bid to AAA Fencing Company - **MEETING:** January 20, 2016
KCHS Stadium Fencing Replacement Project

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

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

Summary:

The District prepared bid documents and went out to bid for King City High School Stadium Fencing Replacement. The Bid opening occurred on December 17, 2015. The project scope for the base bid is to replace the fencing behind the home stands have been determined to be a potential safety hazard. The bid is attached and it is the recommendation for award of the base bid to AAA Fencing Company, Inc. from Santa Clara in the amount of \$96,500.00.

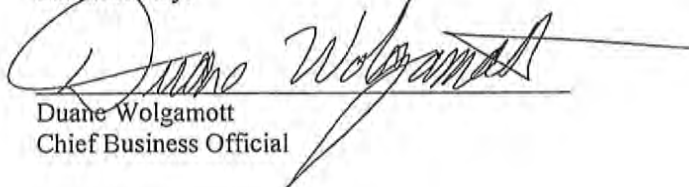
Recommendation:

The recommendation is being made for the State Administrator to award the bid for the King City High School Stadium Fencing Replacement to AAA Fencing Company, Inc. for the base bid in the amount of \$96,500.00.


Fiscal Impact:

General Fund - Resource 8150 – Maintenance Repairs.

Submitted By:


Duane Wolgamott
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

Document 00 41 00
Addendum 1, issued 12/16/15

BID FORM

King City, California
December 17, 2015

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
District Office
800 Broadway
King City, CALIFORNIA 93930

Dear Board Members:

The undersigned doing business under the firm name of:

AAA Fence Company, Inc.

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

FENCE REPLACEMENT
KING CITY HIGH SCHOOL
720 BROADWAY STREET
KING CITY, CALIFORNIA 93930

prepared by:

JK ARCHITECTURE, 11661 BLOCKER DRIVE, SUITE 120, AUBURN,
CALIFORNIA, (530) 888-0998

BASE BID: ALL WORK AS DESCRIBED IN CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO THE SELECTIVE DEMOLITION OF EXISTING FENCING AND RELATED ITEMS AND INSTALLATION OF NEW FENCING SYSTEM TO THE EXTENT SHOWN AS BASE BID SCOPE OF WORK ON DRAWINGS.

BASE BID:

Ninety six thousand five hundred and 00/100 Dollars

(\$ 96,500.00)

ADD ALTERNATE 1: PROVIDE THE LINEAR FOOT PRICING FOR DEMOLITION AND NEW STANDARD 7'-0" TALL FENCING SYSTEM AS INDICATED AS ADD ALT. 1 SCOPE OF WORK ON DRAWINGS.

ADDITIVE ALTERNATE 1:

One Hundred fifty and 25/100 per linear foot Dollars

(\$ 150.25/lf)

ADD ALTERNATE 2: PROVIDE THE LINEAR FOOT PRICING FOR DEMOLITION AND NEW 7'-0" TALL FENCING SYSTEM AT THE EXSITING PEDESTRIAN TUNNEL AS INDICATED AS ADD ALT. 1 SCOPE OF WORK ON DRAWINGS.

ADDITIVE ALTERNATE 2:

Five hundred eighteen and 19/100 per linear foot Dollars

(\$ 518.19/lf)

ADD ALTERNATE 3: PROVIDE THE LINEAR FOOT PRICING FOR DEMOLITION AND NEW 3'-0" TALL FENCING SYSTEM AS INDICATED AS ADD ALT. 1 SCOPE OF WORK ON DRAWINGS.

ADDITIVE ALTERNATE 3:

One hundred twenty five and 00/100 per linear foot Dollars

(\$ 125.00/lf)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, telegraphed, or delivered:

2746 Scott Blvd., Santa Clara, CA 95050

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name Scott R. Hutchings

Title President

Name of Company as Licensed AAA Fence Company, Inc.

Business Address 2746 Scott Blvd.

Santa Clara, CA 95050

Telephone Number 408-727-5465

Contractor License No. 522762

Class and Expiration Date C-13 - 1/31/2018

State of Incorporation, if Applicable CA 1583511

Evidence of authority to bind corporation is attached.

Dated: 12/16, 2015

Signed 

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

SUBJECT: Board Policies – Second Reading

MEETING: January 20, 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 second reading/revision for the Governing’s Board approval:
BP 0200 Goals for the School District (revised)

AR 0420.4 Charter School Authorization (revised)

AR 0460 Local Control and Accountability Plan (revised)

BP 0500 Accountability (revised)

BP 1114 District Sponsored Social Media (revised)

AR 1114 District Sponsored Social Media (revised)

BP 3100 Business and Non-instructional Operations (revised)

AR 4161.11, 4361.11 Industrial Accident Illness Leave (revised)

AR 6145.2 Athletic Competition (revised)

AR 6158 Independent Study (revised)

BB 9320 Board Bylaws Meetings and Notices

Recommendation:

It is recommended that the State Administrator approve the attached policies, administrative regulations, 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.
State Administrator

Approved:



Daniel R. Moirao, Ed.D.
State Administrator

Philosophy, Goals, Objectives and Comprehensive Plans

Goals For The School District

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 9000 - Role of the Board)

In developing goals and identifying strategies to achieve those goals, the Board and State Administrator/Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs.

Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052, which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students and shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP). (Education Code 52060, 52062, 52063; 5 CCR 15497)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6159 - Individualized Education Program)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

The LCAP shall include a clear description of each goal, one or more of the state or local priorities addressed by the goal, any student subgroup(s) or school site(s) to which the goal is applicable, and expected progress toward meeting the goal for the term of the LCAP and in each year. (5 CCR 15497)

Each year the district's update to the LCAP shall review progress toward the goals and describe any changes to the goals. (Education Code 52060-52061)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

In addition to the goals identified in the LCAP, and consistent with those goals, the district and each school site may establish goals for inclusion in another district or school plan or for any

other purpose. Such goals may address the improvement of governance, leadership, fiscal integrity, facilities, community involvement and collaboration, student wellness and other conditions of children, and/or any other areas of district or school operations. As appropriate, each goal shall include benchmarks or short-term objectives that can be used to determine progress toward meeting the goal.

(cf. 0400 - Comprehensive Plans)
 (cf. 0420 - School Plans/Site Councils)
 (cf. 0440 - District Technology Plan)
 (cf. 5030 - Student Wellness)
 (cf. 6171 - Title I Programs)
 (cf. 7110 - Facilities Master Plan)

Legal Reference:

EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair
 42238.01-42238.07 Local control funding formula
 44258.9 County superintendent review of teacher assignment
 51002 Local development of programs based on stated philosophy and goals
 51020 Definition of goal
 51021 Definition of objective
 51041 Evaluation of the educational program
 51210 Course of study for grades 1-6
 51220 Course of study for grades 7-12
 52050-52059 Public Schools Accountability Act, especially:
 52052 Academic Performance Index; numerically significant student subgroups
 52060-52077 Local control and accountability plan
 60119 Sufficiency of textbooks and instructional materials; hearing and resolution
 64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

15497 Local control and accountability plan template

UNITED STATES CODE, TITLE 20

6311 Accountability, adequate yearly progress
 6312 Local educational agency plan

Management Resources:

CSBA PUBLICATIONS

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

WEB SITES

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

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

(3/03 7/08) 4/14

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading:

Adopted: January 20, 2016

King City, California

Philosophy, Goals, Objectives and Comprehensive Plans

Charter School Authorization

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Permanent/Probationary Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

At his/her discretion, the State Administrator/Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a petition or the merits of a proposed educational program and to identify any concerns that should be addressed by the petitioners. The State Administrator/Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

The charter petition shall include affirmations of the conditions described in Education Code 47605(d) as well as reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. Admission requirements, if applicable.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Governing Board's satisfaction.
10. The procedures by which students can be suspended or expelled.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
 - a. Designation of a responsible entity to conduct closure-related activities
 - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least

the following information:

- (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
 - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
 - e. Transfer and maintenance of personnel records in accordance with applicable law
 - f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
 - g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
 - h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
 - i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate
(cf. 7160 - Charter School Facilities)
2. The manner in which administrative services of the school are to be provided

3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

(3/12 11/12) 10/13

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California

Philosophy, Goals, Objectives and Comprehensive Plans

Local Control And Accountability Plan

Content of the Plan

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

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

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

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

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

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

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

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

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6159 - Individualized Education Program)

(cf. 6173.1 - Education for Foster Youth)

- d. Student achievement, as measured by all of the following as applicable:
- (1) Statewide assessments of student achievement
 - (2) Academic Performance Index
 - (3) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692
 - (4) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
 - (5) The English learner reclassification rate
 - (6) The percentage of students who have passed an advanced placement examination with a score of 3 or higher
 - (7) The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
- (cf. 0500 - Accountability)
 (cf. 6141.5 - Advanced Placement)
 (cf. 6162.5 - Student Assessment)
 (cf. 6162.51 - Standardized Testing and Reporting Program)
 (cf. 6178 - Career Technical Education)
- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
- (cf. 6146.1 - High School Graduation Requirements)
 (cf. 5113.1 - Chronic Absence and Truancy)
 (cf. 5147 - Dropout Prevention)
 (cf. 5149 - At-Risk Students)
- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable
- (cf. 5137 - Positive School Climate)
 (cf. 5144 - Discipline)

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

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

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

(cf. 6143 - Courses of Study)

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

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

(cf. 0200 - Goals for the School District)

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

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

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

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

(cf. 0510 - School Accountability Report Card)

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

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

Annual Updates

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

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

Availability of the Plan

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

(cf. 1113 - District and School Web Sites)

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California

Philosophy, Goals, Objectives and Comprehensive Plans

Accountability

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 2140 - Evaluation of the Superintendent)
- (cf. 3460 - Financial Accountability and Reports)
- (cf. 4115 - Evaluation/Supervision)
- (cf. 4215 - Evaluation/Supervision)
- (cf. 4315 - Evaluation/Supervision)
- (cf. 6011 - Academic Standards)
- (cf. 6141 - Curriculum Development and Evaluation)
- (cf. 6190 - Evaluation of the Instructional Program)
- (cf. 9400 - Board Self-Evaluation)

Indicators of district progress in improving student achievement shall include, but are not limited to, the state Academic Performance Index (API) and the measures of "adequate yearly progress" (AYP) required under the federal accountability system.

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

Alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, and community day schools, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052)

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, or homeless students when the subgroup consists of at least 30 students with a valid test score or 15 foster youth. (Education Code 52052)

The State Administrator/Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review

and evaluation of district programs and operations and as part of the development or annual update of the local control and accountability plan (LCAP).

- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 0510 - School Accountability Report Card)
- (cf. 1100 - Communication with the Public)
- (cf. 1112 - Media Relations)
- (cf. 1220 - Citizen Advisory Committees)
- (cf. 6020 - Parent Involvement)

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

- (cf. 0400 - Comprehensive Plans)
- (cf. 0420 - School Plans/Site Councils)
- (cf. 0520.2 - Title I Program Improvement Schools)
- (cf. 0520.3 - Title I Program Improvement Districts)
- (cf. 0520.4 - Quality Education Investment Schools)
- (cf. 4141/4241 - Collective Bargaining Agreement)

Legal Reference:

EDUCATION CODE

- 33127-33129 Standards and criteria for fiscal accountability
- 33400-33407 California Department of Education evaluation of district programs
- 44660-44665 Evaluation of certificated employees
- 51041 Evaluation of the educational program
- 52052-52052.1 Academic Performance Index
- 52055.57-52055.59 Districts identified or at risk of identification for program improvement
- 52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

- 1068-1074 Alternative schools accountability model, assessments
- 15440-15463 Standards and criteria for fiscal accountability

UNITED STATES CODE, TITLE 20

- 6311 Accountability, adequate yearly progress
- 6312 Local educational agency plan
- 6316 School and district improvement

CODE OF FEDERAL REGULATIONS, TITLE 34

- 200.13-200.20 Adequate yearly progress
- 200.30-200.53 Program improvement

Management Resources:

WEB SITES

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

California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>

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

(7/99 3/06) 10/13

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California

Community Relations

Social Media Use

The Governing Board supports the expansion of technology systems to effectively meet student and staff needs in the 21st century. The Board recognizes the value of technology such as social media platforms, networking sites, and emerging platforms for online collaboration and interaction to enhance communication, strengthen connections with students, parents/guardians, staff, and community members; and support student learning and staff development. The use of social media shall support and in promote the district's vision and mission, goals and focus areas and be coordinated with other district communication strategies.

(cf. 0000 - Vision)

(cf. 0440 - District Technology Plan)

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1230 - Community Service Organizations)

(cf. 4131 - Staff Development)

(cf. 6020 - Parent Involvement)

(cf. 6145.5 - Student Organizations and Equal Access)

The State Administrator/Superintendent or designee shall develop content guidelines and protocols for official district social media platforms to ensure the appropriate and responsible use of these resources and compliance with law, Board policy, and regulation.

Employees understand that sites and content are subject to monitoring by administration for appropriate on-line conduct and adhering to this policy. Personal social media use is not to be used to conduct official district or school business.

(cf. 1100 – Communication with the Public)

(cf. 4040 – Employee Use of Technology)

(cf. 6020 – Parent Involvement)

Official school, district or department and district-sponsored online platform presences shall be authorized by the State Administrator/Superintendent or his/her designee).

Guidelines for Content

Official district social media platforms shall be used only for their stated purposes and in a manner consistent with this policy and administrative regulation. By creating these official sites and allowing for public comment, the Board does not intend to create a limited public forum or otherwise guarantee an individual's right to free speech.

Official district and district-sponsored online platform presences shall not contain content that is obscene, libelous, slanderous, and defamatory or proprietary, that constitutes bullying or that creates a clear and present danger of inciting students to commit unlawful acts, violate school rules, or substantially disrupt the school's orderly operation.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6145.5 - Student Organizations and Equal Access)

The State Administrator/Superintendent or designee shall ensure that the limited purpose of the official district social media platforms is clearly communicated to users. Each site shall contain a statement that specifies the site's purposes along with a statement that users are expected to use the site only for those purposes. Each site shall also contain a statement that users are personally responsible for the content of their posts.

(cf. 5131 - Conduct)

Staff or students who post prohibited content shall be subject to discipline in accordance with district policies and administrative regulations.

(cf. 4040 - Employee Use of Technology)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 6163.4 - Student Use of Technology)

Users of official district social media platforms should be aware of the public nature and accessibility of social media and that information posted may be considered a public record subject to disclosure under the Public Records Act. The Board expects users to conduct themselves in a respectful, courteous, and professional manner.

(cf. 1340 - Access to District Records)

(cf. 9012 - Board Member Electronic Communications)

Privacy

The State Administrator/Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on official district social media platforms.

Board policy pertaining to the posting of student photographs and the privacy of telephone numbers, home addresses, and email addresses, as specified in BP 1113 - District and School Web Sites, shall also apply to official district social media platforms.

(cf. 5125.1 - Release of Directory Information)

Social media and networking sites and other online platforms shall not be used by district employees to transmit confidential information about students, employees, or district operations.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 5125 - Student Records)

Phone numbers, home addresses, and/or email addresses of students and/or staff shall not be posted online without prior written permission.

(cf. 5125.1 – Release of Directory Information)

Because of the wide accessibility of the Internet and potential risk to students, photographs and/or video of individual students shall not be published with names or other personally identifiable information without the permission of the students' parent/guardian. Photographs and/or video of groups of students at a school activity or event may be posted without parent/guardian permission, provided that individual students are not identifiable and student's names are not included.

Legal Reference:

EDUCATION CODE

32261 School safety, definitions of bullying and electronic act

35182.5 Contracts for advertising

48900 Grounds for suspension and expulsion

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49061 Definitions, directory information

49073 Release of directory information

60048 Commercial brand names, contracts or logos

GOVERNMENT CODE

3307.5 Publishing identity of public safety officers

6250-6270 Public Records Act, especially:

6254.21 Publishing addresses and phone numbers of officials

6254.24 Definition of public safety official

54952.2 Brown Act, definition of meeting

UNITED STATES CODE, TITLE 17

101-1101 Federal copyright law

UNITED STATES CODE, TITLE 20

1232g Federal Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 29

157 Employee rights to engage in concerted, protected activity

794 Section 503 of the Rehabilitation Act of 1973; accessibility to federal web sites

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

COURT DECISIONS

Page v. Lexington County School District, (2008, 4th Cir.) 531 F.3d 275
Downs v. Los Angeles Unified School District, (2000) 228 F.3d 1003
Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112
Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37
Board of Education, Island Trees Union Free School District, et.al. v. Pico, (1982) 457 U.S.
853
NATIONAL LABOR RELATIONS BOARD DECISIONS
18-CA-19081 Sears Holdings, December 4, 2009

Management Resources:

FACEBOOK PUBLICATIONS

Facebook for Educators Guide, 2011

WEB SITES

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

California School Public Relations Association: <http://www.calspra.org>

Facebook in Education: <http://www.facebook.com/education>

Facebook for Educators: <http://facebookforeducators.org>

Facebook, privacy resources: <http://www.facebook.com/fbprivacy>

Issued: 7/11

Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California

Community Relations

Social Media Use

The district encourages students and employees who use online platforms, including but not limited to social media and networking sites, for official district, district-sponsored, and district-related purposes to do so solely to support the districts educational mission, and in a manner consistent with applicable law and Board policy and administrative regulation. The district further encourages students and employees to follow district guidelines for communications and the appropriate use of technology.

District-Sponsored Social Media

Definitions

Social media means any online platform for collaboration, interaction, and active participation, including, but not limited to, social networking sites such as Facebook, Twitter, YouTube, Snapchat, LinkedIn, or blogs, micro blogs, wikis, document management, multimedia sharing, and reviews.

Official district social media platform is a site authorized by the State Administrator/Superintendent or designee. Approved Social Networking Sites are limited to Facebook, Google, Google+, Twitter, Instagram, LinkedIn, Pinterest, YouTube, Skype, For example, a school Facebook site authorized by that site's principal (who is also the State Administrator/Superintendent's designee) is a "district-sponsored" online platform presence. Sites that have not been authorized by the State Administrator/Superintendent or designee but that contain content related to the district or comments on district operations, such as a site created by a parent-teacher organization, booster club, or other school-connected organization or a student's or employee's personal site, are not considered official district social media platforms.

District-related online presence or online platform presence is neither district sponsored nor authorized as an official district or district-sponsored presences or online platform presence, but contains content directly regarding district operations and business. Examples of a "district-related" presence or online platform presence include a district employee's or student's online displays, posts or communications directly regarding district operations and business.

Other examples may include a teacher's Facebook page used to disseminate class information, such as homework assignments, or a coach's Twitter regarding upcoming games.

Online platform is a website or electronic communication network where users can publically or privately send or display communications to others.

Online platform presence is the establishment and use of an account with, or posting or sending communications and/or otherwise interacting on, a website or electronic communication network, including social networking sites.

(cf. 1230 - School-Connected Organizations)
(cf. 1260 - Educational Foundations)

Authorization for Official District Social Media Platforms

The State Administrator/Superintendent or designee shall authorize the development of any official district social media platform. Teachers and coaches shall obtain approval from the site administrator before creating an official classroom or team social media platform. Complete informational training about the appropriate use of online platforms, including information on how to utilize the site's security settings before creating a presence on any social media platform deployed on the district's internet domain must be completed prior to approval and development of such sites.

Guidelines for Content

The State Administrator/Superintendent or designee shall ensure that official district social media platforms provide current information regarding district programs, activities, and operations, consistent with the goals and purposes of this policy and regulation. Official district social media platforms shall contain content that is appropriate for all audiences.

(cf. 0440 - District Technology Plan)
(cf. 0510 - School Accountability Report Card)
(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 6020 - Parent Involvement)
(cf. 6145.5 - Student Organization and Equal Access)

The State Administrator/Superintendent or designee shall ensure that copyright laws are not violated in the use of material on official district social media platforms.

(cf. 4132/4232/4332 - Publication or Creation of Materials)
(cf. 6162.6 - Use of Copyrighted Materials)

The State Administrator/Superintendent or designee shall ensure that official district social media platforms are regularly monitored. Staff members responsible for monitoring content may remove posts based on viewpoint-neutral considerations, such as lack of relation to the site's purpose or violation of the district's policy, regulation, or content guidelines.

All district employees and students understand that sites and content are subject to monitoring by administration for appropriate on-line conduct and adhering to policies. Personal social media use is not to be used to conduct official district or school business.

The content of all official district or district-sponsored online platform presences shall be limited to current and useful information regarding the district's official and/or sponsored educational programs, activities and operations. Such content shall support the educational mission of the district and be appropriate for all audiences. Official district and district-sponsored online platform presences shall not post, display, or otherwise communicate content not expressly authorized by these guidelines.

The district strongly discourages employees from engaging in private messaging exchanges with students on Social Media Sites.

The district office will maintain central accounts on certain Social Media sites. Schools, at the discretion of the Principal, may choose to maintain their own school-based Social Media accounts. Schools choosing to participate on Social Media must add, at a minimum, the school principal or his/her designee as co-administrator.

(cf. 4119.25 – Political Activities of Employees)

Each official district social media platform shall prominently display:

1. The purpose of the site along with a statement that users are expected to use the site only for those intended purposes.
2. Information on how to use the security settings of the social media platform.
3. A statement that the site is regularly monitored and that any inappropriate post will be promptly removed. Inappropriate posts include those that:
 - a. Are obscene, libelous, slanderous, defamatory, proprietary, or so incite students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of the school's orderly operation
 - b. Are not related to the stated purpose of the site, including, but not limited to, comments of a commercial nature, political activity, and comments that constitute discrimination or harassment

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

(cf. 1160 - Political Processes)

(cf. 1325 - Advertising and Promotion)

4. Protocols for users, including expectations that users will communicate in a respectful, courteous, and professional manner.

5. A statement that users are personally responsible for the content of their posts and that the district is not responsible for the content of external online platforms.
6. A disclaimer that the views and comments expressed on the site are those of the users and do not necessarily reflect the views of the district.
7. A disclaimer that any user's reference to a specific commercial product or service does not imply endorsement or recommendation of that product or service by the district.
8. The individual(s) to contact regarding violation of district guidelines on the use of official district social media platforms.

The posting on official district or district-sponsored online platform presences of links to other online platforms or social media sites is permissible if the lined sites' content is of an academic nature, support the district's educational mission, and are consistent with district's policies and regulations. The district is not responsible for the content of external online platforms.

All official district and district-sponsored presences on online platforms are nonpublic forums. The district reserves the right to remove from such online platform presences any content.

Content is subject to monitoring by the State Administrator/Superintendent or designee for official district and district-sponsored presences for compliance with copyright laws. If copyrighted material is posted, credit to the original producer of the material must be included, noting how and when permission to post the material was granted.

(cf. 4132/4232/4332 – Publication or Creation of Materials)

(cf. 6162.6 – Use of Copyrighted Materials)

District-related community organizations, including booster clubs and parent-teacher associations, are encouraged to adhere to the district's policies and guidelines when establishing an online platform presence.

(cf. 1230 –Community Service Organizations)

(cf. 6020 – Parent Involvement)

The use of district or school logos requires the express permission of the State Administrator/Superintendent or designee).

District employees who participate in official district social media platforms shall adhere to all applicable district policies and procedures, including, but not limited to, professional standards related to interactions with students.

(cf. 4040 - Employee Use of Technology)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)

When appropriate, employees using official district social media platforms shall identify themselves by name and district title and include a disclaimer stating that the views and opinions expressed in their post are theirs alone and do not necessarily represent those of the district or school.

All staff shall receive information about appropriate use of the official district social media platforms.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Appropriate Use of Social Media

All individuals who access, or post content to, official district or district-sponsored online platforms shall:

1. Adhere to all district policies and procedures and school rules and regulations.
2. When appropriate identify the name and district title of the school, administrator, department, organization or employee that is responsible for posting and monitoring online content.
3. When appropriate, identify themselves by name and district title, and include a disclaimer stating that the views and opinions expressed are theirs alone and do not necessarily represent those of the district or school.
4. Ensure the factual accuracy of content.
5. Keep content current and respond to comments in a timely fashion.
6. Communicate with others in a respectful, courteous and professional manner.
7. Avoid communications that contain any form of bullying, intimidation or harassment.
8. Immediately report online platform communications that violate these guidelines to his or her supervisor.

District employees and students are required to follow these guidelines in connection with communications posted on, or via, district-related online platform presences. No one may use district online platform presences to provide access to a personal online platform, or to promote or advertise personal events, commercial activities or enterprises, except as permitted by this regulation.

(cf. 1100 – Communication with the Public)
(cf. 4158 – Employee Protection and Safety)
(cf. 4040 – Employee Use of Technology)
(cf. 6163.4 – Student Use of Technology)

Use of official district or district-sponsored online platform presences in violation of this administrative regulation may result in disciplinary actions including suspension or termination of user rights for individuals who violate district standards. Further violations may result in actions up to and including termination of employment, expulsion, and/or referral to the appropriate law enforcement agencies.

The district encourages uses of online platforms, including district employees and students, to be aware of the public nature and accessibility of such electronic postings, messages, and displays, and to adhere to standards of civility. Any posting, displaying and/or sending communications that violate applicable laws, including Board policies, via, or on, district-related online platform presences, and presences that are not official district, district-sponsored, or district-related sites by district employees and students is a direct violation of this policy and may result in disciplinary action.

(cf. 4119.21 and 4139.21 – Code of Ethics)
(cf. 5144.1 – Suspension and Expulsion/Due Process)

Issued: 7/11

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California

Business and Noninstructional Operations

Budget

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Beginning with the 2014-2015 fiscal year, the Board shall adopt the budget only after a local control and accountability plan (LCAP) developed pursuant to Education Code 52060-52077 or an annual update to the LCAP is in place for the budget year. Expenditures necessary to implement the LCAP or the annual update during the subsequent fiscal year shall be included in the budget. (Education Code 42127)

(cf. 0460 - Local Control and Accountability Plan)

Budget Development and Adoption Process

The State Administrator/Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The State Administrator/Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The State Administrator/Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

The Board may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall develop recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the State Administrator/Superintendent or designee.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 3350 - Travel Expenses)
(cf. 9130 - Board Committees)
(cf. 9140 - Board Representatives)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent as he/she develops and adopts by December 31, a fiscal plan and budget that will allow the district to meet its financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Budget Criteria and Standards

The State Administrator/Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall

provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 3110 - Transfer of Funds)

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. (Education Code 33128.3; 5 CCR 15450)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 3110 - Transfer of Funds)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Non-spendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.

2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which the Board or its designee intends to use for a specific purpose.

The Board delegates authority to assign funds to the assigned fund balance to the State Administrator/Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board shall maintain a minimum unassigned fund balance which includes a reserve for economic uncertainties equal to 17% (at least two months) of general fund operating expenditures.

If the unassigned fund balance falls below this level due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

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

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund non-pension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the State Administrator/Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the State Administrator/Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the State Administrator/Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

35035 Powers and duties of superintendent
35161 Powers and duties, generally, of governing boards
42103 Public hearing on proposed budget; requirements for content of proposed budget
42122-42129 Budget requirements
42130-42134 Financial certifications
42140-42141 Disclosure of fiscal obligations
42238-42251 Apportionments to districts, especially:
42238.01-42238.07 Local control funding formula
42602 Use of unbudgeted funds
42605 Tier 3 categorical flexibility
42610 Appropriation of excess funds and limitation thereon
45253 Annual budget of personnel commission
45254 First year budget of personnel commission
52060-52077 Local control and accountability plan
GOVERNMENT CODE
7900-7914 Appropriations limit
CODE OF REGULATIONS, TITLE 5
15060 Standardized account code structure
15440-15451 Criteria and standards for school district budgets

Management Resources:

CSBA PUBLICATIONS

Local Control Funding Formula 2013, Governance Brief, August 2013

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

School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>
Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>
Government Finance Officers Association: <http://www.gfoa.org>
Governmental Accounting Standards Board: <http://www.gasb.org>
Legislative Analyst's Office: <http://www.lao.ca.gov>
School Services of California, Inc.: <http://www.sscal.com>

(7/10 7/11) 10/13

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California

Personnel

Industrial Accident/Illness Leave

In each fiscal year, allowable leave for certificated employees for any single industrial accident or illness shall be for 60 days during which the schools of the district are in session or when the employee would otherwise have been performing work for the district.

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161/4261/4361 - Leaves)

Allowable industrial accident/illness leave shall not accumulate from year to year. (Education Code 44984)

When a certificated employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44984)

1. Industrial accident or illness leave shall start on the first day of absence.
2. The employee shall be paid such portion of the salary due for any month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to the employee of not more than his/her full salary.
3. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
4. When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to the employee of not more than the employee's full salary. (Education Code 44984)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

During any paid leave of absence, the employee may endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. In those

cases, the district shall issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. (Education Code 44984)

Legal Reference:

EDUCATION CODE

44977 Salary deductions during absence from duties

44978 Provisions for certificated employee sick leave

44983 Exception to sick leave

44984 Required rules for industrial accident and illness leave of absence

Management Resources:

WEB SITES

Department of Industrial Relations: <http://www.dir.ca.gov/DIR/OS&H/DOSH/dosh1.html>
(1/85) 10/98

Regulation

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California

AR 6145.2 Instruction

Athletic Competition

No person shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 230; 5 CCR 4920; 34 CFR 106.41)

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

The Superintendent or designee may provide single-sex teams where selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for a team, regardless of sex, sexual orientation, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

When determining whether equivalent opportunities are available to both sexes in athletic programs, the Superintendent or designee shall consider, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the selection of sports and levels of competition offered effectively accommodate the interests and abilities of both sexes

The athletic program shall be considered to effectively accommodate the interests and abilities of both sexes if it meets one of the following criteria: (Education Code 230)

- a. The interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.
- b. When the members of one sex have been and are underrepresented among interscholastic athletes, the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex.
- c. When the members of one sex are currently underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms and practice and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

Health and Safety

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians a concussion and head injury information sheet. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. (Education Code 49475)

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.3 - Nondiscrimination/Harassment)

2. Includes a copy of the Athletes' Bill of Rights students Title IX rights pursuant to Education Code 271
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

6. States the Governing Board's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

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

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules
8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

(11/03 3/07) 11/11

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

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

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)

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)

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Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading:

Adopted: January 20, 2016

King City, California

Board Bylaws

Meetings And Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Staff Administrator/Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Regular Meetings

The Board shall hold one regular meeting each month. Regular meetings shall be held at 6:30 p.m. on the third Wednesday of the month (subject to change), alternating between the South Monterey County Joint Union High School District Board Room, and the Greenfield High School library.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Staff Administrator/Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Staff Administrator/Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

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

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Staff Administrator/Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Staff Administrator/Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 3511.1 Local agency executives
- 11135 State programs and activities, discrimination
- 54950-54963 The Ralph M. Brown Act, especially:
 - 54953 Meetings to be open and public; attendance
 - 54954 Time and place of regular meetings
 - 54954.2 Agenda posting requirements, board actions
 - 54956 Special meetings; call; notice
 - 54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act
- CODE OF FEDERAL REGULATIONS, TITLE 28
 - 35.160 Effective communications
 - 36.303 Auxiliary aids and services

COURT DECISIONS

Wolfe v. City of Fremont, (2006) 144 Cal.App. 544

ATTORNEY GENERAL OPINIONS

- 88 Ops.Cal.Atty.Gen. 218 (2005)
- 84 Ops.Cal.Atty.Gen. 181 (2001)
- 84 Ops.Cal.Atty.Gen. 30 (2001)
- 79 Ops.Cal.Atty.Gen. 69 (1996)
- 78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2009

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>><http://w>

ww.csba.org">[http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.a
spx](http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx)

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

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

League of California Cities: <http://www.cacities.org>

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Bylaw

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: January 20, 2016

King City, California