

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

Wednesday, November 9, 2016

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

VISION

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

MISSION

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

BOARD OF EDUCATION

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

SUPERINTENDENT

Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER

Daniela Cervantes - GHS
Dusty Miller - KCHS

OPEN SESSION: 5:25 PM

A. CALL TO ORDER

B. PUBLIC COMMENT

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

El publico puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos que están enlistados para dialogar durante la sesión a puertas cerrada completando así la forma que se le da a la comunidad para poder hablar durante la sesión, esta forma se encuentra en la entrada de la junta donde se lleva acabo la sesión y entregando esta tarjeta a la 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 and Litigation Settlements
- D. Threatened/Potential Litigation
- E. Student Matters – Transfer/Discipline
Recommendation to Expel Student #01:16/17

OPEN SESSION: 6:00 PM

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

- F. PUBLIC COMMENT: *Unless otherwise determined by the Board/State Administrator, each person is limited to 3 (three) minutes. If a large number wish to speak on a specific item, there is a limit of 20 minutes total input on an item. For matters that are not listed on the agenda, the Board may refer the matter to the Superintendent or designee, or take it under advisement, but shall not take action at that time except as allowed by law.*

El público puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos generales o a asuntos especificados en la agenda. La persona que quiera hablar debe de pedir la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un tema de la agenda o algún otro asunto y presentarlo a la Secretaría de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se esté llevando a cabo. 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 límite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.

G. REPORT FROM SUPERINTENDENT

H. APPROVAL OF AGENDA

I. PRESENTATION

1. Greenfield High School Student

J. EMPLOYEE ORGANIZATIONS

K. CONSENT AGENDA

1. Approval of Minutes: October 18, 2016 and October 19, 2016 (Pages 1-12)
2. Approval of Personnel Report Dated November 9, 2016 (**Claudia Arellano, Sr. Director Human Resources**)
3. Approval of Accounts Payable Warrants – October, 2016 (**Sherrie Castellanos, CBO**) (Pages 13-23)
4. Approval of Purchase Orders – October, 2016 (**Sherrie Castellanos, CBO**) (Pages 24-28)
5. Approval to Surplus Books from GHS (**Diana Jimenez, Director of Educational Services**) (Pages 29-32)
6. Approval of GHS Prom – A Night in the Bay (**Chrystene Cortes, ASB Leadership**) (Page 33)

L. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

M. PUBLIC HEARING

1. Increase Developer Fees

N. INFORMATION ITEMS

1. Revenue and Expense Report for 2016-2017 (**Sherrie Castellanos, CBO**) (Pages 34-40)
2. Cash Flow Summary Report for 2016-2017 (thru October, 2016) (**Sherrie Castellanos, CBO**) (Pages 41-53)
3. Site Enrollment, Attendance and Referral Statistics (**Sherrie Castellanos, CBO**) (Pages 54-69)
4. Nominations for CSBA Delegate Assembly (**Daniel Moirao, Ed.D., Superintendent**) (Pages 70-78)
5. Discussion of SB 415 Rescheduling of Governing Board Members Elections from Odd-Numbered Years to Even-Numbered Years (**Daniel Moirao, Ed.D., Superintendent**) (Pages 79-97)
6. The Essential School Board Book – Review Chapters 1 through 3 (**Daniel Moirao, Ed.D., Superintendent**) (Page 98)
7. Board Policies – First Reading (**Daniel Moirao, Ed.D., Superintendent**) (Pages 99-191)
 - BP 0410 – Nondiscrimination (revised)
 - BP 0420.41 – Charter School Oversight (revised)
 - BP 1312.3 – Uniform Complaint (revised)
 - AR 1312.3 – Uniform Complaint (revised)

- BP 3230 – Federal Funds (new)
- AR 3230 – Federal Funds (new)
- BP 3270 – Sale and Disposal of Books, Equipment and Supplies (revised)
- BP 4151, 4251, 4351 – Employee Compensation (new)
- BP 5145.3 – Non Discrimination/Harassment (revised)
- AR 5145.3 – Non Discrimination/Harassment (revised)
- BP 5145.7 – Sexual Harassment (revised)
- AR 5145.7 – Sexual Harassment (revised)

O. ACTION ITEMS

1. Approval of Agreement Between SMCJUHS and Hartnell Community College (*Steve James, Ed.D., Director of Alternative Placement for Student Success*) (Pages 192-201)
2. Approval of Contract with Michelle Steiner Abbott – School Psychologist (*Steve James, Ed.D., Director of Alternative Placement for Student Success*) (Pages 202-205)
3. Approval of Resolution 08:16/17 Adoption of School Facilities Fees (Increase Developer Fees) (*Sherrie Castellanos, CBO*) (Pages 206-214)
4. Approval of Resolution 10:16/17 to Designate Specified Position as Senior Management of the Classified Service (*Daniel Moirao, Ed.D., Superintendent*) (Page 215-216)
5. Approval of Resolution 11:16/17 Designating Authorized Agent to Sign Orders (*Daniel Moirao, Ed.D., Superintendent*) (Pages 217-218)
6. Approval of the District Carl Perkins Career and Technical Education Improvement Act of 2006 (*Sherrie Castellanos, CBO*) (Pages 219-220)
7. Approval of Resolution 12:16/17 Establishment of Charter School Fund 09 (*Sherrie Castellanos, CBO*) (Pages 221-222)
8. Approval of Employment of Oscar Anaya on the Basis of a Provisional Internship Permit (*Claudia Arellano, Sr. Director of Human Resources*) (Page 223)
9. Approval of Contract to Purchase Two Portable Classrooms from American Modular Systems for KCHS (*Sherrie Castellanos, CBO*) (Pages 224-227)
10. Approval of Contract to Purchase Two Portable Classrooms from American Modular Systems for GHS (*Sherrie Castellanos, CBO*) (Pages 228-230)
11. Approval of Contract with TETER Architects to Provide Architectural and Engineering Services at GHS for New Relocatable Classrooms (*Sherrie Castellanos, CBO*) (Pages 231-258)
12. Approval of the Ratification of Contract with TETER Architects to Provide Architectural and Engineering Services at KCHS for Two New Relocatable (*Sherrie Castellanos, CBO*) (Pages 259-284)
13. Approval of the Ratification of Contract with TETER Architects to Provide Architectural and Engineering Services for the Keyless Entry Access Control Project (*Sherrie Castellanos, CBO*) (Pages 285-308)
14. Board Policies – Second Reading (*Daniel Moirao, Ed.D., Superintendent*) (Pages 309-337)
 - AR 4115 – Personnel (revised)
 - AR 4222 – Teacher Aides/Paraprofessionals (revised)
 - BP 5116.1 – Intradistrict Open Enrollment (revised)
 - BP 5121 – Grades/Evaluation of Student Achievement (revised)
 - AR 5121 – Grades/Evaluation of Student Achievement (revised)
 - BP 5131.62 – Tobacco (revised)
 - AR 6158 – Independent Study (revised)

P. PROMOTING DISTRICT

Q. FUTURE AGENDA ITEMS/MEETING DATES

December 14, 2016 – Regular Board Meeting – King City

R. SIGNING OF PAPERS

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

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

Tuesday, October 18, 2016

Minutes

BOARD OF EDUCATION

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

SUPERINTENDENT

Daniel Moirao, Ed.D. - Present

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 5:37 PM.

Flag Salute

Paulette Bumbalough led in the flag salute.

Public Comment

There were not any comments from the public.

INFORMATION

Completion of Superintendent's Evaluation Template

Dr. Moirao reviewed the suggested changes to the superintendent's evaluation with the board from the September 20 board study session.

Adjournment

Paulette Bumbalough adjourned the meeting at 6:47 PM.

Paulette Bumbalough, Board President

Date

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

Wednesday, October 19, 2016

Minutes

BOARD OF EDUCATION

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

SUPERINTENDENT

Daniel Moirao, Ed.D.- Present

STUDENT BOARD MEMBER

Daniela Cervantes - GHS
Dusty Miller - KCHS

OPEN SESSION:

Call to Order

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

Public Comment

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

CLOSED SESSION:

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

OPEN SESSION:

Call to Order

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

Flag Salute

Paulette Bumbalough led in the flag salute.

Report of Closed Session Actions

Paulette Bumbalough reported the acceptance of the Personnel Report.

Student Board Member Report

Hayley Green said she is the ASB treasurer and was filling in for Dusty Miller this evening. King City High School is preparing for homecoming next week. A class will be focused each day Monday through Thursday next week. There will be a homecoming parade next Friday as well as the homecoming football game and court. She is part of the student team who will be meeting with WASC next week. There are 20 students on the team.

Board Members Comment

Leslie Girard said she attend 2 of the Masters in Governance training in September. She learned a lot and it was a great opportunity to network with other board members. She realizes she has a lot to learn.

Students are putting on the Mulan Jr. play. Students from the elementary district attended a performance of the play. She encouraged individuals to attend the performance on either Friday or Saturday. Her daughter is in the play.

Paul Dake said he attending Greenfield Rotary where students of the month were recognized from the elementary and high school districts.

He also attended the Taste of Greenfield Union School District last week. It was well attended. He was pleased to see the Link Crew from Greenfield High School. They were getting acquainted with the incoming freshmen. The parents of the 8th graders were informed what their freshman should expect at Greenfield High School.

Dave Gaboni said he attended a Monterey County School Board Association meeting on September 26. They discussed the informational sessions they will be presenting during the 2016/2017 school year. Topic will be conducting an effective school board meeting, nuts and bolts of LCFF, encouraging students to further their education after high school (college career pathway).

They also discussed having an Excellence Awards dinner to honor employees. The last day to nominate an individual for the excellence award is January 25.

Their next meeting is on February 23, 2017.

He also attended the unification meeting which was held at MCOE a couple of weeks ago and last week the Taste of the Greenfield Union School District. Booths were set up at the elementary district to show what they had to offer. There are some very talented 8th grade artist.

Joe Santibanez said he was very excited to learn Ernie Duarte was selected at Homecoming King at Greenfield High School.

Paulette Bumbalough thanked the board for attending so many events. She knows everyone has very busy schedules.

She met with the consultants who are doing the superintendent search. She also attended King City Rotary where students of the month were recognized.

Public Comment

There were not any comments from the public.

Report from Superintendent

The King City High School WASC visit starts this Sunday. Members of the Board are welcomed to meet the team at 4:15 PM on Sunday, October 23, 2016. The exit meeting will be on Wednesday, October 26 at 1:50 PM, for those Board members who would like to attend. Both of these events will take place in the library.

The National Steinbeck Center will be holding the Valley of the World Awards at Corral De Tierra County Club on Wednesday, November 16. Debbie Benson and Jessica Souza will be recognized and be given the Education Award for their outstanding service. Dr. Moirao said unfortunately he will not be able to attend because of a prior commitment, Ms. Janet Matos, principal, will be there to represent the district and support the staff.

Dr. Moirao said in his Friday Update last week he included information from Dr. Kotowski suggesting the cycle change of board elections, those board members whose terms would end in an odd year would be changed to an even year. In that case board member terms would be extended one year. Dr. Moirao said we do not have to change now. A study has been done, there is usually a low voter turnout on odd years. He said this is a topic for tomorrow at the superintendent's council, so he expects to have more information. From his understanding this would not go into effect until January 2018, but we would need to pass a resolution by December 2016 if we were to change. Currently 3 board member's terms end in 2017, by passing the resolution it would add one year to their term. There is also a cost to the district if there are elections in an odd year. SB 415 requires this to be completed by January 2017.

Leslie Girard said she was under the impression the cost to a district for elections is between \$30,000 and \$80,000.

Paulette Bumbalough said she would like to have more information after Dr. Moirao has attended the superintendent's meeting. Dr. Moirao said he would keep the board informed as more information is made available.

Dr. Moirao distributed The Essential School Board Book to each board member. This had been recommended to him. It talks about the governance of school districts across the country, and researches the positive aspects. There are some things we can improve on. He is recommended each board member read the first 3 chapters by the next board meeting.

Dr. Moirao said the construction of the shade structure at Portola-Butler High School has started. Things have started at KCHS for their shade structure as well. The bids for the keyless entry had been sent out and there was interest from several companies. We have signed a contract with Peter Kasavan Architects to assist in the process.

Dr. Moirao said the November board meeting will be rescheduled to November 9.

Paulette Bumbalough suggested Dr. Moirao include in the Friday Update dates upcoming events separate from the upcoming board meetings.

Approval of Agenda

Motion made by Leslie Girard and seconded by Joe Santibanez to approve the consent agenda.

Dr. Moirao said he is pulling action item 4, Resolution 08:16/17. The notification did not get published in the newspaper.

All board members said aye, with action item 4 pulled.

PRESENTATION

King City High School Student

Rodrigo Andrade said he was born in Mexico and came to the United States when he was 9 years old and did not speak English, he is now 15 years old. He was reclassified when he was in the 5th grade. He was bullied when he first arrived in the United States, but once he learned and understood English the students who did the bullying became his friends. His received A's and B's in school. He has a younger brother and sister who he helps from time to time to get them back and forth to school when his parents are not available. In 8th grade his teachers and mother encouraged him to take honors classes. He applied but was not accepted. He also started to play football in his 8th grade. When he started high school he was reluctant to sign up for the college prep or honors classes, except for math. He thanked his father because he made him learn the whole times tables along with some of the high tens. His father also had him do other work which helped him in math. In his sophomore year he was reluctant in taking the AP or honors classes, but he did including English which his mother encouraged him to do. So far he is getting A's and B's with a GPA of 3.57 with a ranking of 23 of 269 students in the sophomore class. He continues to challenge himself along with his parents. He competes in football and track and field. When he graduates from high school he is planning on attending a 4-year college such as UC Davis or CSU Fresno. He would like to major in computer science or computer software engineering. He is very grateful for all of the help and the support he has received from his parents.

He also thanked Dr. Moirao for bring their Santa. The first part of December last year they had a fire which destroyed all of their belongings. Dr. Moirao bought the family gifts for Christmas. This meant a lot to him and the family because he supported them in time of need.

He is very grateful to his parents and siblings for their support to be an amazing person with an amazing future ahead of him. He knows he can always count on them.

Paulette Bumbalough said she appreciated his presentation, each board member shook his hand.

Employee Organizations

There were not any individuals from the bargaining units present.

CONSENT AGENDA

1. Approval of Minutes: September 20, September 21, and September 27, 2016
2. Approval of Personnel Report Dated October 19, 2016
3. Approval of Accounts Payable Warrants – September, 2016
4. Approval of Purchase Orders – September, 2016
5. Approval to Extend the Contract with Deborah Bell, SLP to Perform an Augmentative Alternative Communication Assessment

6. Approval to Extend the MOU Between the SMCJUHSD and MCOE Transportation Department to Provide Transportation Services
7. Approval of the GHS and KCHS Agricultural Career Technical Education Incentive Grant for 2016-2017
8. Approval to Extend the Contract for Consulting Services with Susan Brooks
Dr. Moirao reminded the board if they need clarification on an item it does not need to be pulled. If they anticipate having a lengthy discuss then the item would be pulled for further discussion.

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

Leslie Girard asked if the transportation service from MCOE was for more than one student. Dr. Moirao said yes, there are a number of students requiring 2 routes. We are in the process of looking into purchasing a district van and driver for these students, due to the current cost.

David Gaboni asked what n2y was listed on page 17. Dr. Moirao said that is the name of the vendor.

David Gaboni inquired about the tree removal from the Tree Man. What trees are being removed and it is an ongoing project.

Diane Miller said some of the trees presented safety issues. Some trees are being identified because of the lower branches and other trees because some were diseased or dead. Ms. Miller added there has not been a maintenance tree program for several years. Only 2 trees were actually removed the others were trimmed.

All board members said aye.

Consent Items Removed for Comment/Questions

None

PUBLIC HEARING

Sufficiency of Instructional Materials for the 2016-2017 School Year

Dr. Moirao said each year we need to have a hearing regarding sufficiency of instructional material.

Paulette Bumbalough opened the public hearing at 7:06 PM, there were not any comments. Ms. Bumbalough closed the public hearing at 7:06 PM.

Increase Developer Fees

This item was pulled from the agenda.

INFORMATION ITEMS

Unification Update

Dr. Moirao said he, Russell Miller, David Gaboni and Leslie Girard met at the county office with Dr. Kotowski, one board member and members of her staff and the Superintendent of the Greenfield Union School district, two of their board members, a parent from the unification committee, and the community organizer. There were 2 options offered to the Greenfield Union School District. Option 1, Unification occurs and Greenfield gets Certificate of Participation to pay off the State Loan, they would place funds in Escrow. Option 2, Unification occurs and SMC/Greenfield gets legislation, PMIA + 2%, subsidy continues. Dr. Kotowski emphasized to the Greenfield Union School District need to make serious reductions. With the high school's current salary scale alone, their certificated salaries would increase drastically, then there could not be a salary increase for three years. Dr. Kotowski also emphasized the Greenfield Union School District would be deficit spending in the first year of unification, with their current budget and the additional costs incurred by taking on a high school.

Dr. Moirao said with the information MCOE provided this district would survive with some reductions. Dr. Moirao distributed the assumptions information material from the meeting to the board. Dr. Moirao added Garry Bousum, the Associate Superintendent of Finance and Business, provided the data.

Paulette Bumbalough said, on page 3 of the assumption material, one of the proposals is the GUSD and the SMCJUHSD would enter into an agreement in which we would pay the GUSD its proportionate share of the current I-Bank loan allocated based on enrollment at the high school which would be 49% for us and 51% for them. Ms. Bumbalough asked if the Greenfield Union School District or MCOE have talked to the I-Bank. Dr. Moirao responded only we have had conversations with the I-Bank.

David Gaboni said his one concern is the mention of staff not receiving a salary increase for 3 years. It seems option 1 was not in the best interest of the students.

Paulette Bumbalough said it appears the information was very thorough, and was information the Greenfield Union School District needed.

Leslie Girard said she wanted to make sure there is not a conflict of interest for her since her husband is an employee of the Greenfield Union School District regarding unification. Paul Dake said he is a member of his bargaining unit in the Santa Rita Union School District. He feels it is not a conflict of interest for him.

Paulette Bumbalough asked if there was another meeting scheduled. Dr. Moirao said the suggestion was to meet again after the first interim reports had been completed. The next meeting could possibly take place in January.

Dr. Moirao said the individual who is advocating for the unification said they do not have a time line.

Leslie Girard said the meeting was a real eye opener for her. The Greenfield Union School District appears they will not meet their 3% reserve in any year.

Paul Dake said in either 2005 or 2006 the Greenfield Union School District was under AB1200 for several years and had a State Trustee to oversee their budget.

Paulette Bumbalough asked if the unification took place right now when would the Greenfield Union School District go into deficit spending. Dr. Moirao said after the first year.

Proposition 39 Project Update

Dr. Moirao said a shift has been made from the original recommendation, which was solar carports.

Diane Miller said after taking the application to the Association of Monterey Bay Area Governments-Energy Watch and the California Energy Commission, their recommendation was to replace the thermostats with centrally controlled smart thermostats and replace the exterior and interior lights with LEDs rather than go solar. It would cost approximately \$580,000 to replace the lights, there would be \$14,000 left over to do the thermostats.

Paulette Bumbalough said it seems expensive. Dr. Moirao added the fixtures will need to be replaced as well as the lights.

Leslie Girard asked if \$14,000 was enough to replace the thermostats. Diane Miller said it was a good start. She added, at the GHS gym when the thermostats were replaced, the cost was between \$600 and \$700 per thermostat.

David Gaboni asked what if we wanted to install the solar panel carport. Diane Miller said it would be costly, but we could start it on a small scale and do it in sections. Dr. Moirao said the energy saving has already started, it seems better to use our dollars with the replacement of lights and thermostats.

Paulette Bumbalough said from what she has reviewed the California Energy Commission also recommends the replacements of lights and thermostats over solar.

David Gaboni said in the information provided with the proposed changes it will pay for itself in 7.3 years.

Dr. Moirao said this is an information item for the board indicating the change from what had been recommended at a prior board meeting.

Revenue and Expense Report for 2016-2017

There were not any comments from the board.

Cash Flow Summary Report for 2016-2017 (thru September, 2016)

There were not any comments from the board.

Site Enrollment, Attendance and Referral Statistics

Dr. Moirao said there was a discussion amongst the staff who handle the suspensions and the information entered into Aeries between GHS and KCHS, apparently the information was being entered differently into Aeries. GHS was making an entry every time a student was sent out of the classroom. KCHS was entering the information in a different manner. The statistics should be more uniform from now on.

Paulette Bumbalough said the information should now be corrected. Dr. Moirao said mostly, there may be some slight tweaking needing to be done.

David Gaboni said on page 68, under GHS regular program, it shows a loss of 15 students. Mr. Gaboni asked if these students may have left because of their parents leaving to work elsewhere. Dr. Moirao said that may be the case for some of the students, but for others it may be because the parents moved out of the area.

Dave Gaboni said on page 72, under the GHS discipline the behavior, defiance has a total of 44 and last month it was 19. He was wondering if there is a reason for the increase. Mr. Lynch said he did not know the answer to his question.

Leslie Girard inquired about the brandishing a knife.

Dr. James said the size of the knife blade has to be 3 ½ inches or longer. These are not automatic expulsions. Dr. James said it is evaluated on a case by case incident. Sometimes the student may be referred to Portola-Butler or transferred to Independent Study. Dr. Moirao added there is some type of punishment imposed. Dr. James added the fact a student may be in position of marijuana it is not an automatic expulsion, it depends on the quantity. The district also has to show they have done some type of intervention.

Paulette Bumbalough said there have not been a lot of expulsion in the last several years, are they being handled differently at the sites? Dr. Moirao said there are now internal procedures we go through. Dr. Moirao said one of the reasons we established the charter school was to have a school where these students with this type of behaviors would have a place to go, and we would continue to receive the ADA. By keeping student within our system we have control over their curriculum and can assist them to meet the conditions to return to their comprehensive site.

Paulette Bumbalough complimented the district for making this positive move for students.

Dr. James informed the board the law changed several years ago, we need to have an intervention plan in place for students with discipline issues. Dr. Moirao said the student is counseled and a behavior plan is put in place.

Leslie Girard questioned page 69 listing Home-Hospital with 2 students which equaled 0% attendance. Linda Grundhoffer said this is normal, these students are in the hospital. Once their assignment has been completed and turned the attendance is then recorded. They may not have turned in their homework yet. Mr. Lynch added it may go over 100% after all of the students have turned in their assignments.

Williams Facility Report

Diane Miller said this reflects mostly the work which was done over the summer. Carpeting, ceiling tiles, and torn window screens were replaced. Classrooms 601 through 604 roofs were replaced at GHS as well as roofs at Ventana.

Paulette Bumbalough asked if the original list came from the Williams team. The response was yes. Ms. Bumbalough said she appreciated all of the repairs which have been done.

David Gaboni said it appears only 2 or 3 items need to be completed from the original list. He appreciates all of the work which has been completed.

Diane Miller said Room 403 indicates the air conditioner was not working. Originally this was a shop and there was not air conditioning in the classroom. There is now a contract to have the air conditioning installed.

Board Meetings and Study Session Dates for 2017

Dr. Moirao said he has reworked the calendar to now include the board meetings taking place on either a Tuesday or Wednesday. He would like to have feedback by the November board meeting. In December the board meetings are established for the 2017 school year.

Board Policies – First Reading

AR 4115 – Personnel (revised)

AR 4222 – Teacher Aides/Paraprofessionals (revised)

BP 5116.1 – Intradistrict Open Enrollment (revised)

BP 5121 – Grades/Evaluation of Student Achievement (revised)

AR 5121 – Grades/Evaluation of Student Achievement (revised)

BP 5131.62 – Tobacco (revised)

AR 6158 – Independent Study (revised)

Paul Dake said on AR 4115, page 92, there are several references to State Administrator.

Leslie Girard said in the same regulation it mentions if an employee has worked for the district for at least 10 years and their evaluation rating exceeds standards they shall be evaluated at least every five years. She asked if this is correct. Dr. Moirao said this is according to Ed Code, not contract.

Leslie Girard questioned some of the changes in BP 5121.

David Gaboni said there appears to be a repeat of a change in BP 5121.

David Gaboni said in AR 5121 there is reference to State Administrator.

David Gaboni said in BP 5131.62 page 112, there is mention of student's possession or use of his/her own prescription products. He asked what a tobacco prescription product? Dr. Moirao said an example would be prescription marijuana.

Paul Dake said in AR 6158 page 118 under eligibility for Independent Study there is mention of elementary student. Dr. Moirao said it would stay in the policy because it is part of the Ed Code.

Leslie Girard said in AR 6158 on page 120, under monitoring student progress, there is a sentence repeated on page 121. Dr. Moirao said that would be corrected.

Paul Dake said in AR 6158 page 122, there is mention of 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. He asked if this calculation is being used at this time. Mr. Dake then asked if this could affect Independent Study. Dr. Moirao added we need to monitor the staffing levels.

Joe Santibanez said there seems to be some duplicate information in AR 6158 on page 123. Dr. Moirao said the information will be removed from page 123.

ACTION ITEMS

Approval of Resolution 07:16/17 Sufficiency of Instructional Material for the 2016-2017 School Year
Motion made by Paul Dake and seconded by David Gaboni to approve Resolution 07:16/17 Sufficiency of Instructional Material for the 2016-2017 School Year.

Paul Dake said on page 129 under ELD Strategic Course the material purchased is 43, total student enrolled is 54. Dr. Moirao said this is a resource book, therefore the students share the books.

All board members said aye.

Approval to Surplus Damaged Books from GHS
Motion made by Leslie Girard and seconded by Paul Dake to approve the surplus of damaged books from GHS.

All board members said aye.

Approval to Surplus Items
Motion made by David Gaboni and seconded by Joe Santibanez to approve the surplus items from the warehouse.

Dr. Moirao said these are miscellaneous items we no longer use.

All board members said aye.

Approval of Resolution 08:16/17 Adoption of School Facilities Fees (Increase Developer Fees)
This item was pulled from the agenda.

Approval of the Donation \$2,000 from Edwin Copley to Greenfield High School
Motion made by Paul Dake and seconded by Joe Santibanez to approve the donation of \$2,000 from Edwin Copley.

Mr. Lynch said a portion of the money would be used to help furnish an outside lunch area for staff and the other half would be used to expand a sitting area for students.

All board members said aye.

Approval of the \$4,000 Donation from the Mark & Carolyn Guidry Foundation to King City High School
Motion made by Paul Dake and seconded by Leslie Girard to approve the \$4,000 donation from the Mark & Carolyn Guidry Foundation to King City High School.

Dr. Moirao said the Mark & Carolyn Guidry Foundation has generously donated \$4,000 to King City High School. This originated when Bruce Graham was the music instructor, they liked our math, science, and music programs. As a result of their successful music festival this year the foundation made this donation to the high school. \$3,000 will be used to support the math and science program and \$1,000 will be used to support the music program.

All board members said ye.

Approval for the KCHS Boys and Girls Varsity Cross Country Team to Compete in two Overnight Events
Motion made by David Gaboni and seconded by Joe Santibanez to approve the KCHS boys' and girls' varsity Cross Country Team to compete in two overnight events.

Leslie Girard asked how it is determined the money will be spent. Ms. Matos said the teachers made the decision.

All board members said aye.

Approval of Contract with Dave Long & Associates for Superintendent Search

Motion made by Joe Santibanez and seconded by David Gaboni to approve the contract with Dave Long & Associates for the superintendent search.

Dr. Moirao said at the February 16, 2016 board meeting the board interviewed two potential firms to complete a superintendent search for the district. The board decided to select Dave Long & Associates for this service. Dr. Moirao said he agreed to return for the 2016-2017 school year as the superintendent. The board is now interested in pursuing the superintendent search for the 2017-2018 school year.

All board members said aye.

Approval of Memorandum of Collaboration Between the SMCJUHSD and Second Start Learning Disabilities Programs Inc.

Motion made by Leslie Girard and seconded by Paul Dake to approve the Memorandum of Collaboration between the SMCJUHSD and Second Start Learning Disabilities Programs, Inc.

Dr. Moirao said we are getting more students with autism. This company is currently working in Monterey County and they are offering to assist us and establish a program on our campus. There may be students from our feeder districts who will also participate in the program which will offset costs.

All board members said aye.

Approval of Program Improvement Year 5 LEA Plan Evidence of Progress

Motion made by Paul Dake and seconded by Joe Santibanez to approve the Program Improvement Year 5 LEA Evidence of Progress.

Dr. Moirao said this will be the last year we will be doing this because this is the last year of No Child Left Behind, the plan needs to be filed. There will be a different plan next year due to the new ESSA regulations.

David Gaboni said it appears we have not met our goals for the last 5 years. Dr. Moirao said this really had not been addressed until the last couple of years.

Leslie Girard said at one-time Algebra and Calculus were separate classes. Dr. Moirao said they are now integrated. There may be need to do some intervention in Math 3 to better prepare students for Calculus.

Dr. Moirao said Greenfield High School has made a significant achievement and are doing quite well, AP Calculus is being tracked. The tracking has not been done at King City High School yet.

Dr. Moirao said we have not seen achievement in math like we would like, this is an area of decline state wide. There has also been a decline in AP math honors. The incoming 8th graders are not coming to us at a high level.

Leslie Girard said on page 175 she does not understand the connections of how the Link Crew and GEAR UP help students in an environment that is safe, drug-free, and conducive to learning.

Dr. Moirao said they are not necessarily directly related to a drug free environment. The Link Crew helps the freshman transition into high school and GEAR UP is a program to support the students and encourage them to continue their education into college.

Leslie Girard said on page 178 of the report there seems to be a decline from the 2014-2015 and the 2015-2016 school year for students in the annual progress for the English Learners. Did something happen? Dr. Moirao said he does note the decline but it is not statistically significant, it was 3% and may be an anomaly, we need another year of data.

Leslie Girard asked if there is a sense why the A-G college entrance requirements has not shown much improvement. Dr. Moirao said students are receiving D's and F's, this is being addressed. He added it is important to stay on top of instructional practices.

Leslie Girard said she is questioning the strategies for drug awareness and a drug free environment. Dr. Moirao said the school has brought in their own training from outside agencies.

All board members said aye.

Approval of Contract Chief Business Official

Motion made by David Gaboni and seconded by Joe Santibanez to approve the contract with the Chief Business Official.

David Gaboni said he noticed this is a 2-year contract. Dr. Moirao said that was correct.

Dr. Moirao said it has just been pointed out to him on page 184 of the contract under non-renewal of agreement by district, it states there is a 45-day notice. That number has been changed to 60 days.

Leslie Girard said she noted on page 182 it states the CBO is entitled to 15 days of vacation time during a complete year, but the accumulated vacation time shall at no time during the term of this agreement exceed a total of 6 days. Dr. Moirao said that is correct. Upon the accumulation of 20 days the CBO shall cease to earn vacation time. They may have the option to have a payoff of some days.

All board members said aye.

Approval of Agreement with CSUMB for Students to be able to Service Learning at GHS

Motion made by Joe Santibanez and seconded by Leslie Girard to approve the agreement with CSUMB for students to be able to Service Learning at GHS.

All board members said aye.

Approval of Resolution 09:16/17 National Bullying Month

Motion made by Paul Dake and seconded by David Gaboni to approve Resolution 09:16/17 National Bullying Month.

Dr. Moirao said October is National Bullying Month and it is recognized this problem needs to be addressed in the home and the school. The district is committed to work with our community to stop bullying and cyberbullying by increasing awareness of the prevalence and impact of bullying on an individual.

All board members said aye.

Board Policies – Second Reading

BP 0450 - Comprehensive Safety Plan (revised)
AR 0450 - Comprehensive Safety Plan (revised)
BP 0520.2 - Title I Program Improvement School (revised)
AR 0520.2 - Title I Program Improvement School (revised)
BP 0520.3 - Title I Program Improvement District (revised)
BP 3513.3 - Tobacco – Free Schools (revised)
AR 3516.3 - Earthquake Emergency Procedure System (revised)

BP 3553 - Free and Reduced Price Meals (revised)
AR 3553 - Free and Reduced Price Meals (revised)
BP 3555 - Nutrition Program Compliance (revised)
BP 4112.2 - Certification (revised)
BP 4113 - Personnel (new)
AR 4113 - Personnel (new)

Motion made by Leslie Girard and seconded by Paul Dake to approve board policies second reading.

All board members said aye.

Promoting District

Paulette Bumbalough said Rodrigo Andrade, the student who gave the presentation this evening, should be promoted.

David Gaboni asked if the board could have some type of name tag so when they are attending functions individuals will know what district they are representing. Dr. Moirao said he would check into it.

Paulette Bumbalough reminded the board any questions should be directed to the Superintendent, not to the audience. The Superintendent should be given the opportunity to respond. He may ask for a member of the administration in attendance for additional information, if needed.

Dr. Moirao reminded the board it is appreciated if they have any questions regarding items in the packet to let him know in advanced of the meeting. This way it gives him an opportunity to do the research and have the answers before the board meeting.

Dr. Moirao reminded the board and audience this is a meeting of the board in public, it is not a public meeting.

Future Agenda Items/Meeting Dates

November 9, 2016 (tentative) – Regular Board Meeting – Greenfield High School
November 15, 2016 – Board Study Session – King City
December 14, 2016 – Regular Board Meeting – King City
December 19, 2016 - Board Study Session – King City

Dr. Moirao reminded the board of the date change of the November meeting and the cancelation of the November and December board study sessions.

Signing of Papers

Dr. Moirao and Paulette Bumbalough signed the appropriate papers.

Adjournment

Paulette Bumbalough adjourned the meeting at 8:30 PM.

Paulette Bumbalough, President

Date

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

SUBJECT: Approval of Accounts Payable Warrants - October 2016

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- 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 October 2016.


Recommendation:

It is recommended that the Board of Education approve the accounts payable warrants for October 2016.

Fiscal Impact:


Per the 2016-2017 fiscal budget.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12265472	10/04/2016	Ericka A. Radcliff	01-5200	Instructional Coaching		103.02
12265473	10/04/2016	A T & T CALNET 2	01-5910	CALNET		283.12
12265474	10/04/2016	AMERICAN SUPPLY COMPANY	01-4300	Custodial Supplies GHS	713.67	
			13-4300	Supplies Cafeteria	700.00	1,413.67
12265475	10/04/2016	Associated Services Inc	01-5620	HVAC Repairs GHS		2,540.00
12265476	10/04/2016	AT&T	01-5910	Phone line GHS Maintenance		38.42
12265477	10/04/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	73.43	
			01-5800	Shop Towels and Mechanic's Coveralls	64.54	
			13-5800	Services	117.28	255.25
12265478	10/04/2016	CA ASSOCIATION FFA	01-4300	Student Leadership Packets		2,473.50
12265479	10/04/2016	CA Janitorial Supply Corp	01-4300	Custodial Supplies KCHS		131.68
12265480	10/04/2016	CA Valued Trust	01-9513	Health Ins		86,862.49
12265481	10/04/2016	Cari Loete, Ed. D	01-5800	Contracted SPED services		2,251.04
12265482	10/04/2016	CASEY PRINTING, INC	01-5800	Poster for WASC		283.29
12265483	10/04/2016	CCS Athletic Directors' Assn.	01-5200	CCS-ADA Workshop Fee		35.00
12265484	10/04/2016	CDW-G	01-4300	classroom headsets	291.18	
				OPEN PO FOR TECHNOLOGY EQUIPMENT	967.06	
				OPEN PO FOR TECHNOLOGY SUPPLIES	219.63	
			01-4400	OPEN PO FOR TECHNOLOGY CLASSROOM EQUIPMENT	5,489.77	6,967.64
12265485	10/04/2016	Central Coast Section/CIF	01-5300	Wrestling Weight Management Fee		80.00
12265486	10/04/2016	Coastal Enterprises-PE Clothes	01-4300	PE Clothes		8,429.80
12265487	10/04/2016	Culligan Water Conditioning	13-5800	Water Conditioning		85.23
12265488	10/04/2016	Eagle Basketball	01-5800	Varsity VB Tournament Fee		275.00
12265489	10/04/2016	EWING IRRIGATION PRODUCTS	01-4300	Irrigation and Supplies		742.24
12265490	10/04/2016	Fastenal Company	01-4300	Maintenance Supplies		42.62
12265491	10/04/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		1,145.50
12265492	10/04/2016	Gopher Sport, dba	01-4300	Equipment for Phys. Ed. Classes		317.10
12265493	10/04/2016	GRAINGER INC,W W	01-4300	Maintenance Supplies	289.80	
				Maintenance Supplies GHS	14.27	
				OPEN PO FOR SUPPLIES	156.25	
			01-5620	Maintenance Supplies KCHS	164.14	624.46
12265494	10/04/2016	GREEN RUBBER-KENNEDY AG	01-4300	Parts and Supplies GHS		1.83
12265495	10/04/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Maintenance Supplies	15.23	
				Open PO for Ag Mech and Horticulture Supplies	1,207.49	1,222.72

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

Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12265496	10/04/2016	Image Sales	01-4300	ID Card Supplies		330.13
12265497	10/04/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		19.21
12265498	10/04/2016	Knox Company	01-5800	Knox Boxes for KCHS Admin and Aud; D.O., and MOTF		1,386.18
12265499	10/04/2016	NASCO	01-4300	Materials and Supplies for Art Classes		638.66
12265500	10/04/2016	National Business Furniture	01-4400	Office Furniture		4,383.35
12265501	10/04/2016	North Salinas High School	01-5800	Monterey Bay Invitational CC Fees		250.00
12265502	10/04/2016	OFFICE DEPOT BUSINESS SERVICES	01-4100	Math Modules 2016-17 PBHS	119.11	
			01-4300	Blanket Open PO For Office Depot-Classroom	91.02	
				DO office supplies	460.40	
				Office Supplies	83.33	
				OPEN PO FOR SUPPLIES	599.27	
				open PO sped supplies	210.30	
				Open Por for Instructional Supplies and Materials	190.26	
			01-5800	GHS District Benchmarks	361.00	
				KCHS District Benchmarks	323.32	
				PBHS District Benchmarks	23.24	
			11-4300	classroom supplies Adult Ed	33.95	2,495.20
12265503	10/04/2016	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	8.20	
			01-5520	PGE	572.51	580.71
12265504	10/04/2016	Pearson Assessment	01-4300	Basic 3-scoring		1,014.73
12265505	10/04/2016	PRAXAIR DISTRIBUTION INC	01-4300	Open PO for Ag Classess		366.50
12265506	10/04/2016	Riddell All American	01-4300	More Helmets		1,888.37
12265507	10/04/2016	Safetequip	01-4300	Drug Free/Visitor Signs-GHS	319.48	
				Unpaid Tax	22.43-	297.05
12265508	10/04/2016	SAFEWAY INC	01-4300	Open PO for Foods and Products: Teacher and Admin Training Supplies	39.95	
					111.80	151.75
12265509	10/04/2016	Shopletcom dba	01-4300	NRC Paper for students forms		402.32
12265510	10/04/2016	Silke Communications Inc	01-5940	Two-Way Radios		1,706.75
12265511	10/04/2016	So Mo Co Joint Union HSD	01-5800	Bank fees for returned check		54.70
12265512	10/04/2016	SOUTH COAST REGION CATA	01-5300	FFA Fees		120.00
12265513	10/04/2016	Sysco San Francisco	13-4300	Cafeteria	1,483.33	
			13-4700	Cafeteria	7,257.27	
12265514	10/04/2016	UNITED PARCEL SERVICE	01-5930	UPS Services		8,740.60
12265515	10/04/2016	Uretsky Security	01-5800	Security Contract		142.95
12265516	10/04/2016	Vista Higher Learning	01-4100	Textbooks for Spanish Classes		7,717.00
						15,373.70

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ESCAPE 

Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12265517	10/04/2016	WARD'S NATURAL SCIENCE	01-4300	Science Supplies		154.11
12265518	10/04/2016	WILCO SUPPLY	01-4300	Door Keys and Hardware		1,672.72
12266234	10/06/2016	Daniel R. Moirao	01-4300	Rotary meals	447.02	
			01-5200	Rotary meals	195.00	642.02
12268364	10/18/2016	Monica Serrato	01-5200	CASBO Training-Travel Reimbursement		185.90
12268365	10/18/2016	Debora P. Benson	01-4100	Gardening books for florestry class- Reimbursement		756.57
12268366	10/18/2016	Megan L. Munoz	01-5200	Training at MCOE - Travel Reimb		150.84
12268367	10/18/2016	Janet Sanchez-Matos	01-5200	Personnel Institute - Travel Reimb		286.44
12268368	10/18/2016	Ana C. Vega-Aranda	01-5200	CSU COUnselor Conf		75.00
12268369	10/18/2016	Francis Lynch	01-5200	ACSA Personnel Institue -Travel Reimb		652.93
12268370	10/18/2016	Silviana Sanchez	01-5200	UC Counselor Conference- Travel Reimb		413.08
12268371	10/18/2016	Violeta Acosta	01-5200	Aeries Conference- Travel Reimb		264.77
12268372	10/18/2016	Cristina Jimenez	01-5200	Aeries Conference- Travel Reimb	219.48	
				Library Visits- Travel Reimb	194.84	414.32
12268373	10/18/2016	Diana M. Jimenez	01-5200	Library Visits-Travel Reimb		349.14
12268374	10/18/2016	Karen J. Paparella	01-5200	Travel Reimb		659.94
12268375	10/18/2016	Diane L. Miller	01-5800	Copy of Police Report- Reimbursement	25.00	
1038376	10/18/2016	A T & T CALNET 2	25-5200	Library Tour- Travel REimb	362.89	387.89
12268377	10/18/2016	Abacheril Fence CO	01-5910	CALNET		38.85
12268378	10/18/2016	ACSA'S Foundation For Ed Admin	01-5620	Chain Link Fence/Gate Repairs KCHS		4,150.00
			01-5200	D Jimenez 2016 Leadership Summit ACSA	499.00	
				NASS Leadership Conference	399.00	
				Superintendents' Symposium	895.00	1,793.00
12268379	10/18/2016	AMERICAN SUPPLY COMPANY	01-4300	Custodial Supplies GHS	256.50	
				School Year Cleaning Supplies	59.30	
			13-4300	Shelves for GHS Kitchen	1,172.54	
				Supplies Cafeteria	336.54	1,824.88
12268380	10/18/2016	Associated Services Inc	01-5620	HVAC Repairs at GHS	1,491.00	
				HVAC Repairs at KCHS 111, 114, Ag Lab	3,803.00	5,294.00
12268381	10/18/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	30.66	
			01-5800	Shop Towels and Mechanic's Coveralls	24.13	
			13-5800	Services	123.18	177.97
12268382	10/18/2016	Bizchair.com, dba	01-4300	Trash Cans Room 116-Science Lab KCHS	143.22	
				Unpaid Tax	7.55-	135.67
12268383	10/18/2016	CA DEPT OF EDUCATION	13-4700	CA Dept of Ed, Food Dist Program		202.80
12268384	10/18/2016	CA Janitorial Supply Corp	01-4300	Custodial Supplies		612.82

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ESCAPE ONLINE

Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12268385	10/18/2016	CA Water Service Company	01-5530	Water Fees		29.75
12268386	10/18/2016	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY EQUIPMENT		711.98
12268387	10/18/2016	CITY OF GREENFIELD	01-5530	Water, Garbage, Sewer	165.98	
			01-5540	Water, Garbage, Sewer	948.64	
			01-5550	Water, Garbage, Sewer	3,048.95	4,163.57
12268388	10/18/2016	CNC Electric & Outdoor Equip	01-4300	Landscape Materials KCHS		10.87
12268389	10/18/2016	CPRS CA Prprty Rord Sysms,dba	01-5800	Fixed Assets Inventory Software		102.23
12268390	10/18/2016	CSBA	01-5800	Gamut Online 7/1/16-6/30/17		2,160.00
12268391	10/18/2016	CURRICULUM ASSOCIATES LLC	01-4300	Brigance record bookCIBS 11		236.14
12268392	10/18/2016	Dannis Woliver Kelley / DWK	01-5810	Legal		544.00
12268393	10/18/2016	Disney Resort Travel Sales Cnt r	01-5200	Hotel Reservation Ericka Radcliff	465.66	
				Hotel Reservation Megan Munoz	701.49	
				Hotel Reservation Michelle Muncy-Silva	698.49	1,865.64
12268394	10/18/2016	EAI Education	01-4300	Instructional Materials for math classes		97.83
12268395	10/18/2016	EDUCATIONAL DATA SYSTEMS,INC	01-4300	CELDT Testing Labels 2016-17		501.36
12268396	10/18/2016	EWING IRRIGATION PRODUCTS	01-4300	Irrigation and Supplies		105.84
12268397	10/18/2016	Fastenal Company	01-4300	Maintenance Supplies		75.21
8398	10/18/2016	FLINN SCIENTIFIC INC	01-4300	Science Supplies	1,235.72	
			01-4400	Science Supplies	228.82	1,464.54
12268399	10/18/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		904.46
12268400	10/18/2016	GRAINGER INC,W W	01-4300	Maintenance Supplies KCHS		17.66
12268401	10/18/2016	HOBART	13-5800	Food Service Equipment Repairs		1,120.58
12268402	10/18/2016	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Open PO for Ag Mech and Horticulture Supplies		1,806.60
12268403	10/18/2016	JV Ventures, Inc.	01-6500	2013 Chevrolet Cruze Eco Sedan 4D-Drivers Ed		12,563.88
12268404	10/18/2016	Keepers Inn	01-5200	Hotel Accommodation For WASC VIsit		1,233.10
12268405	10/18/2016	KING CITY GLASS	01-5620	Glass Repairs at KCHS 114, 200, 197		254.58
12268406	10/18/2016	KING CITY INDUSTRIAL SUPPLY	01-4300	Parts and Supplies		35.89
12268407	10/18/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Ag Dept: Supplies	86.46	
				Maintenance Supplies	75.90	162.36
12268408	10/18/2016	Legacy Roofing & Waterproofing	01-5620	Reroof of Buildings F and M at KCHS		175,000.00
12268409	10/18/2016	LOZANO SMITH	01-5810	Lozano Smith Contract		2,792.16
12268410	10/18/2016	MATRANGA WHOLESALE FLORISTS	01-4300	Open PO for Floral Supply		320.02
12268411	10/18/2016	Microsoft Corporation	01-4400	Library Devices for Checkout		45,786.61
12268412	10/18/2016	MONTEREY COUNTY PROPERTY TAX	01-5800	Property Taxes		9,369.94
12268413	10/18/2016	NASCO	01-4300	Art Classroom Supplies		56.66

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

ESCAPE ONLINE

Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12268414	10/18/2016	Nrthwst Council-Computer Ed	01-5200	Office 365 Training		1,850.00
12268415	10/18/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	Blanket Open PO For Office Depot-Classroom DO office supplies	22.70	
			01-4400	desk chair/sped	6.27	
12268416	10/18/2016	PACIFIC GAS AND ELECTRIC CO	11-4300	classroom supplies Adult Ed	257.33	465.54
			01-5510	PGE	179.24	
			01-5520	PGE	714.26	
12268417	10/18/2016	Pearson Assessment	01-4300	Wiat-111 basic kit/Wisc -V scoring	19,028.27	19,742.53
			01-5800	Wiat-111 basic kit/Wisc -V scoring	620.47	
12268418	10/18/2016	Pro-ED, Inc.	01-4300	test of auditory processing	344.06	964.53
12268419	10/18/2016	PURE WATER	01-5800	Drinking Water		280.50
12268420	10/18/2016	SMCJUHS D REV FUND #0424-240257	01-3602	Moro Bay Cross Country Meet	75.00	241.25
			01-4300	Board meeting Materials Entity Inst. Training New Teacher orientation	197.03	
			01-5200	Hotel for Janet Matos Personnel Institute	655.94	
				KCHS Leadership Conference	434.77	
			01-5800	Pinnacle Academy -WASC	319.70	
			01-8699	GHS Athletics Change fund	1,080.00	
				KCHS Athletics Change fund	160.00	
				Revolving fund replenishment	500.00	
12268421	10/18/2016	Sysco San Francisco	13-4300	Cafeteria	200.00	4,722.44
			13-4700	Cafeteria	1,646.74	
12268422	10/18/2016	The Markerboard People	01-4300	Instructional materials for math classes	17,104.95	18,751.69
12268423	10/18/2016	The Salinas Californian	01-5800	Advertizement		371.25
12268424	10/18/2016	Virco Inc.	01-4400	GHS furniture		1,279.48
12268425	10/18/2016	Leslie Girard	01-5200	CASBO training- Travel Reimb		20,272.50
12271343	10/27/2016	Yvonne Aguayo	01-5200	Aeries conference -travel reimbursement		422.12
12271344	10/27/2016	Christopher S. Houston	01-5200	Pre-Approved ACSA Academy		306.46
12271345	10/27/2016	Valerie E. Reed	01-5200	Cyber Security conference		128.70
12271346	10/27/2016	Janet Sanchez-Matos	01-5800	Reimbursement for Mock WASC materials		100.44
12271347	10/27/2016	Carla A. Morris	01-4300	SPED materials -reimbursement	13.99	120.00
				SPED Supplies reimbursement		
12271348	10/27/2016	Jeffery T. Frase	01-4300	Reimbursement for school's parking permits	245.34	259.33
12271349	10/27/2016	Claudia H. Arellano	01-5200	CCAC Conference	495.01	428.50
				CCAC Conference-Travel reimbursement	578.99	

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

ESCAPE ONLINE

Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12271349	10/27/2016	Claudia H. Arellano		CSU Counselor Conference	150.34	
				Personnel Institute -Travel reimbursement	295.91	1,520.25
12271350	10/27/2016	Diana M. Jimenez	01-5200	LCAP Workshop		243.01
12271351	10/27/2016	Daniel R. Moirao	01-5200	Travel reimbursement		2,352.29
12271352	10/27/2016	Michelle R. Muncy-Silva	01-5200	Jim Knight Coaching Workshop		248.04
12271353	10/27/2016	Adrian Trujillo	01-5200	Aeries Conference- travel reimbursement		295.60
12271354	10/27/2016	A T & T	01-5920	fiber optic lines		3,243.60
12271355	10/27/2016	A T & T CALNET 2	01-5910	CALNET		25.21
12271356	10/27/2016	ACSA'S Foundation For Ed Admin	01-5200	D Jimenez LCAP District Level	575.00	
				Personnel Institute	1,240.00	1,815.00
12271357	10/27/2016	Alibris	01-4300	PLTW Materials CSP GHS		37.09
12271358	10/27/2016	AMERICAN SUPPLY COMPANY	01-4300	Custodial Supplies GHS		180.45
12271359	10/27/2016	Arbitersports	01-5300	ArbiterGame Renewal Scheduling		325.00
12271360	10/27/2016	AssetWorks Appraisal	01-5800	asset appraisal services B16-00322		10,150.00
				closed during year end		
12271361	10/27/2016	Associated Services Inc	01-5620	KCHS Cafeteria Heater Repair		1,165.26
12271362	10/27/2016	AT&T	01-5910	Phone line GHS Maintenance		76.68
12271363	10/27/2016	AUS-WEST Lockbox	01-4300	Staff Uniforms	243.83	
			13-5800	Services	187.72	431.55
12271364	10/27/2016	AXIOM ADVISORS & CONSULTANTS	01-5800	PO16-00076- closed during year end		1,700.00
				translation services		
12271365	10/27/2016	B&B STEEL	01-4300	Ag Mech Supplies		428.42
12271366	10/27/2016	Barclay Wood Toys and Blocks	01-4300	PLTW Wooden Blocks GHS		119.46
12271367	10/27/2016	BUS WEST	01-4300	Parts for buses		431.19
12271368	10/27/2016	CA Ag Teachers' Assoc	01-5200	Mo. Bay Section Assessment Fee. Pd by		100.00
				AIG		
12271369	10/27/2016	CA DEPT OF EDUCATION	01-5200	Accountability Leadership Inst. D Jimenez		450.00
12271370	10/27/2016	CA Janitorial Supply Corp	01-4300	Custodial Supplies	194.00	
				Custodial Supplies KCHS	866.05	1,060.05
12271371	10/27/2016	CA State Board of Equalization	01-5800	School bus fuel tax		24.67
12271372	10/27/2016	CA Water Service Company	01-5530	Water Fees		120.87
12271373	10/27/2016	CARMEL MARINA CORPORATION	01-5550	KCHS Water & Garbage		3,478.70
12271374	10/27/2016	CCSESA	01-5200	CISC Leadership 2017 Megan Munoz		450.00
12271375	10/27/2016	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY	703.35	
				EQUIPMENT		
				Zagg shield glass screen protector	191.47	
			01-4400	Classroom Projectors	2,933.96	3,828.78
12271376	10/27/2016	Edges Electrical Group, LLC	01-4300	Repair Parts and Supplies GHS		640.04

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Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12271377	10/27/2016	EWING IRRIGATION PRODUCTS	01-4300	Irrigation and Supplies		149.29
12271378	10/27/2016	FLINN SCIENTIFIC INC	01-4300	Science Supplies	912.06	
			01-4400	Science Supplies	168.89	1,080.95
12271379	10/27/2016	Foster Farms Dairy	13-4700	Dairy / Cafeteria		1,217.81
12271380	10/27/2016	GRAINGER INC,W W	01-4300	Maintenance Supplies KCHS		54.87
12271381	10/27/2016	JV Ventures, Inc.	01-4400	2002 Electric Flatbed GEM for KCHS		2,789.62
12271382	10/27/2016	KING CITY GLASS	01-5620	Glass Repairs at KCHS 114, 200, 197		500.00
12271383	10/27/2016	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies		135.98
12271384	10/27/2016	KLEINFELDER INC	01-5800	b16-00349 closed in year end- GHS portables		529.88
12271385	10/27/2016	Linda Grundhoffer	01-5800	State Appointed Trustee- professional services		6,500.00
12271386	10/27/2016	LOZANO SMITH	01-5810	Lozano Smith Contract		544.54
12271387	10/27/2016	Mail Finance	01-5630	Postage Machine		550.47
12271388	10/27/2016	MATRANGA WHOLESALE FLORISTS	01-4300	Floral Supplies		686.50
12271389	10/27/2016	MCMASTER CARR SUPPLY CO	01-4300	OPEN PO FOR SUPPLIES		74.50
12271390	10/27/2016	NASCO	01-4300	Ag Sci	924.69	
				Materials and Supplies for Art Classes	317.49	1,242.18
12271391	10/27/2016	National Superintd. Roundtable	01-5300	2017 National Superintendets Roundtable membership		2,450.00
12271392	10/27/2016	OFFICE DEPOT BUSINESS SERVICES	01-4300	DO office supplies	44.61	
				Instructional supplies for math classes	132.02	
				Office Supplies	15.48	
				Open PO for Office Supplies	77.81	
				OPEN PO FOR SUPPLIES	13.25	
				Open PO PBCHS instruction	29.72	
				open PO sped supplies	540.24	
				Open Por for Instructional Supplies and Materials	369.96	1,223.09
12271393	10/27/2016	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		25,469.00
12271394	10/27/2016	Pacific Grove High School	01-5800	Cross Country Entry Fees		250.00
12271395	10/27/2016	PAQ Inc. DBA Food 4 Less/Rncho S Miguel	01-4300	supplies sped severe-T.Torres		52.70
12271396	10/27/2016	PARTS & SERVICE CENTER-NAPA	01-4300	Parts & Supplies: Vehicle & Equipment Maintenance		7.63
12271397	10/27/2016	Pearson Assessment	01-5800	sped psy testing material		223.69
12271398	10/27/2016	PRAXAIR DISTRIBUTION INC	01-4300	Open PO for Ag Classess		293.63
12271399	10/27/2016	S Tech Consulting LLC	01-5800	Initial Mold Investigation Ventana Room B		2,500.00

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

ESCAPE 

Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12271400	10/27/2016	SAFEWAY INC	01-4300	Open PO for Foods and Products	96.41	
				open Po for sped students med	99.80	196.21
12271401	10/27/2016	San Lorenzo Lumber	01-5620	Lumber and supplies for repairs GHS		185.20
12271402	10/27/2016	SCHOLASTIC INC	01-4200	Science World Sub	448.40	
				Unpaid Tax	30.84-	417.56
12271403	10/27/2016	SCHOOL SERVICES OF CA, INC	01-5800	Contracted services		12,656.74
12271404	10/27/2016	SchoolMessenger	01-5800	SchoolMessenger		3,481.00
12271405	10/27/2016	Scofield Graphics	01-5800	Graphics for New Vans		1,189.38
12271406	10/27/2016	SOUTH COAST REGION CATA	01-5200	Professional Development		300.00
12271407	10/27/2016	SOUTH COUNTY NEWSPAPERS INC	01-5800	Bruins Eye Newspaper		500.00
12271408	10/27/2016	STAPLES, Inc	01-4400	Office furniture		289.76
12271409	10/27/2016	Susan Brooks	13-5800	Food Service Consulting in September 2016		1,250.00
12271410	10/27/2016	Sysco San Francisco	13-4300	Cafeteria	540.46	
			13-4700	Cafeteria	12,612.26	13,152.72
12271411	10/27/2016	SyTech Solutions	01-5800	DOCUMENT SCANNING		25,376.48
12271412	10/27/2016	Teter, LLP	01-5800	Architectural Services GHS New Portables	2,646.88	
			01-6200	Architectural Services PBHS Lunch Shelter	688.50	3,335.38
1 413	10/27/2016	The Tree Man (DBA)	01-5620	Tree Removal KCHS		5,150.00
1 414	10/27/2016	ThinkWrite Technologies LLC	01-4300	Headphones		927.77
12271415	10/27/2016	TORO PETROLEUM CORP	01-4310	Ag Dept Gas	161.38	
				Diesel, Unleaded, & Vehicle Oils	2,285.75	2,447.13
12271416	10/27/2016	TOTAL COMPENSATION SYSTEMS	01-5800	po16-00748 GASB45 Evaluation services		2,100.00
12271417	10/27/2016	UNITED PARCEL SERVICE	01-5930	UPS Services		123.60
12271418	10/27/2016	WARD'S NATURAL SCIENCE	01-4300	Sciece Supplies		379.93
12271419	10/27/2016	WestAir Gases & Equipment Inc	01-4300	Ag Mech Supplies		379.57
12271420	10/27/2016	WILCO SUPPLY	01-4300	Door Keys and Hardware		35.47
Total Number of Checks					188	677,502.30

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	178	627,778.39
11	Adult Education Fund	2	213.19
13	Cafeteria Fund	15	49,208.65
25	Capital Facilities Fund	1	362.89

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



Checks Dated 10/01/2016 through 10/31/2016

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
			Total Number of Checks	188		677,563.12
			Less Unpaid Tax Liability			60.82
			Net (Check Amount)			<u>677,502.30</u>

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

ESCAPE 

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

SUBJECT: Approval of Purchase Orders – September 2016

MEETING: October 19, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- 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 October 2016.

Recommendation:

It is recommended that the Board of Education approve the Purchase Orders.

Fiscal Impact:

Per the 2016-2017 fiscal budget.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

Description

Includes Purchase Orders dated 10/01/2016 - 10/31/2016

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
B17-00217	SAFEWAY INC	BLANKET OPEN PO-SAFEWAY - WASC	021	01	UNRESTRICTED R	500.00
B17-00218	SAFEWAY INC	Open Po ELAC meetings	022	01	IASA-Title I Ba	200.00
B17-00219	The Tree Man (DBA)	Tree Removal KCHS	009	01	Ongoing & Major	2,150.00
B17-00220	OFFICE DEPOT BUSINE	Open PO PBCHS instruction	022	01	State Lottery	1,000.00
B17-00221	EWING IRRIGATION PR	Irrigation and Supplies KCHS	009	01	UNRESTRICTED R	1,000.00
B17-00222	CA Janitorial Suppl	Custodial Supplies KCHS	10	01	UNRESTRICTED R	1,500.00
B17-00223	Associated Services	HVAC Repairs at GHS	009	01	Ongoing & Major	4,000.00
B17-00224	TRI-COUNTY FIRE PRT	Supplies GHS	009	01	UNRESTRICTED R	200.00
B17-00225	GREENFIELD TRUE VAL	Open PO for supplies for Ag Mechanics 2 & 3	023	01	ROC/P	550.00
B17-00226	GREEN RUBBER-KENNEC	Open for School Farm. ROP Prgram	023	01	ROC/P	1,000.00
B17-00227	Farm Supply Company	Ag Supplies	021	01	ROC/P	500.00
B17-00228	PSAT/NMSQT	Blanket PO For PSAT/MNSQT	021	01	UNRESTRICTED R	4,400.00
B17-00229	Takao Nursery	AHorticulture Supplies	021	01	ROC/P	1,200.00
B17-00230	Monterey Bay System	Copier maintenance/usage	023	01	State Lottery	5,000.00
B17-00231	Monterey Bay System	Copier Maint (usage)	029	01	State Lottery	5,000.00
B17-00232	SAFEWAY INC	Open PO for Foods and Products	011	01	UNRESTRICTED R	500.00
B17-00233	MCOE	Contracted Therapist	029	01	UNRESTRICTED R	67,000.00
B17-00234	Riverside County Of	CTC Program	029	01	Educator Effect	50,000.00
B17-00235	RG Fabrication, Inc	Metal Working Repairs	009	01	Ongoing & Major	2,000.00
B17-00236	DATAFLOW BUSINESS S	Maintenance & Supplies for MOTF Printer	10	01	UNRESTRICTED R	500.00
B17-00237	OFFICE DEPOT BUSINE	DO office supplies	029	01	UNRESTRICTED R	5,000.00
B17-00238	Foster Farms Dairy	Dairy / Cafeteria	011	13	Child Nutrition	10,000.00
B17-00239	A T & T	fiber optic lines	029	01	UNRESTRICTED R	9,500.00
B17-00240	CA Janitorial Suppl	Custodial Supplies KCHS	10	01	UNRESTRICTED R	1,500.00
B17-00241	AMERICAN SUPPLY COM	Custodial Supplies KCHS	10	01	UNRESTRICTED R	600.00
B17-00242	CDW-G	OPEN PO FOR TECHNOLOGY SUPPLIES	029	01	UNRESTRICTED R	5,500.00
PO17-00442	Kara King	Kara King Reimbursement ERWC San Luis Obispo	029	01	Special Educati	581.02
PO17-00443	NASCO	Microscope Cabinet - AG	021	01	State Lottery	1,086.70
PO17-00444	ACSA'S Foundation F	Personnel Institute	029	01	State Lottery	425.00
PO17-00445	CDW-G	Zagg shield glass screen protector	022	01	State Lottery	192.96
PO17-00446	Pearson Assessment	sped psy testing material	022	01	Special Educati	223.69
PO17-00447	CCSESA	CISC Leadership 2017 Ericka Radcliff	029	01	NCLB Title II,	450.00
PO17-00448	Disney Resort Trave	Hotel Reservation Ericka Radcliff	029	01	NCLB Title II,	465.66
PO17-00449	Disney Resort Trave	Hotel Reservation Michelle Muncy-Silva	029	01	NCLB Title II,	698.49
PO17-00450	Follett School Solu	Spanish Reading Books	021	01	IASA-Title I Ba	46.54
PO17-00451	Cengage Learning	Textbooks	021	01	Lottery: Instr	1,967.67
PO17-00452	SCHOOL SERVICES OF	LCAP Development Workshop D Jimenez	029	01	NCLB Title II,	305.00

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

ESCAPE ONLINE

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Description

Includes Purchase Orders dated 10/01/2016 - 10/31/2016

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO17-00453	ACSA'S Foundation F	D Jimenez LCAP District Level	029	01	NCLB Title II,	575.00
PO17-00454	OFFICE DEPOT BUSINE	Office Chair	021	01	State Lottery	233.88
PO17-00455	ACSA'S Foundation F	Personnel Institute	029	01	State Lottery	815.00
PO17-00456	Gavilan Pest Contro	Weed Abatement KCHS Campus	009	01	Ongoing & Major	750.00
PO17-00457	S Tech Consulting L	Initial Mold Investigation Ventana Room B	009	01	Ongoing & Major	2,500.00
PO17-00458	ThinkWrite Technolo	Headphones	021	01	State Lottery	927.77
PO17-00459	AAA Fence Company,	Contract for Replacement Fencing KCHS	009	01	Ongoing & Major	91,675.00
PO17-00460	KLEINFELDER INC	Special Inspection Services GHS New Portables	009	01	Ongoing & Major	529.88
PO17-00461	Industrial Pump Sho	Pump Repair KCHS	10	01	Ongoing & Major	6,500.00
PO17-00462	Always Towing & Rec	Removing/Transporting Shipping Containers	009	01	Ongoing & Major	2,000.00
PO17-00463	Mathematics Vision	MVP Answer Keys GHS PBH	029	01	UNRESTRICTED R	1,339.54
PO17-00464	OFFICE DEPOT BUSINE	Wireless Keyboard	021	01	State Lottery	77.72
PO17-00465	Kara King	Kara King Reimbursement Captain Regional Autism	029	01	Special Educati	98.60
PO17-00466	Ericka Radcliff	Reimbursement for Ericka Radcliff CISC	029	01	NCLB Title II,	418.60
PO17-00467	CA DEPT OF EDUCATIO	Accountability Leadership Inst. D Jimenez	029	01	NCLB Title II,	450.00
PO17-00468	CA Parent Center/SD	Leadership Development Training	029	01	IASA-Title I Ba	600.00
PO17-00469	Bureau of Edctn & R	Patricia Schierer BER Increase Writing Skills	029	01	IASA-Title I Ba	245.00
PO17-00470	Patricia Schierer	Reimbursement Patricia Schierer BER Conference	029	01	IASA-Title I Ba	56.70
PO17-00471	Bureau of Edctn & R	Daniel Sanchez BER Increase Writing Skills	029	01	IASA-Title I Ba	245.00
PO17-00472	Patricia Schierer	Reimbursement Daniel Sanchez BER Conference	029	01	IASA-Title I Ba	56.70
PO17-00473	CCSESA	CISC Leadership 2017 Megan Munoz	029	01	NCLB Title II,	450.00
PO17-00474	ThinkWrite Technolo	Headphones & Adapters	029	01	UNRESTRICTED R	811.05
PO17-00475	PASO ROBLES TRUCK C	Parts for Fleet	009	01	UNRESTRICTED R	1,500.00
PO17-00476	DELL MARKETING LP	Backup	029	01	UNRESTRICTED R	8,788.49
PO17-00477	CDW-G	Classroom Projectors	029	01	UNRESTRICTED R	2,933.96
PO17-00478	Barclay Wood Toys a	PLTW Wooden Blocks GHS	029	01	Other Local	119.46
PO17-00479	South Coast Metro C	J Fausto Hotel Reservation	029	01	IASA-Title I Ba	384.16
PO17-00480	Chancellor Hotel	Hotel resrvation D Jimenez Chancellor Hotel	029	01	NCLB Title II,	532.92
PO17-00481	SOUTH COAST REGION	2016-17 Regional Inservice Meetings Fees	023	01	Vocational Prog	225.00
PO17-00482	PRAXAIR DISTRIBUTIO	Plas Torch SL60 20' 75D. ROP Program	023	01	ROC/P	742.79

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ESCAPE 

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Description

Includes Purchase Orders dated 10/01/2016 - 10/31/2016

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO17-00483	CA Ag Teachers' Ass	Mo. Bay Section Assessment Fee. Pd by AIG	023	01	Agricultural Vo	100.00
PO17-00484	CA ASSOCIATION FFA	Ag Students Dues	023	01	Vocational Prog	4,980.00
PO17-00485	Corwin Press	Reference books for Dr. Moirao	029	01	UNRESTRICTED R	77.24
PO17-00486	OFFICE DEPOT BUSINE	Realspace Harrington II High Back Chair	023	01	State Lottery	426.58
PO17-00487	OFFICE DEPOT BUSINE	Toner For Library Printer	021	01	State Lottery	667.04
PO17-00488	OFFICE DEPOT BUSINE	Toner & Office Supplies	021	01	State Lottery	1,111.41
PO17-00489	Alum-Line Inc	Ag Supplies	021	01	CCPT Grant	3,633.54
PO17-00490	CA Assoc School Bus	CASBO Attendance Training	029	01	UNRESTRICTED R	236.50
PO17-00491	Arbitersports	ArbiterGame Renewal Scheduling	021	01	UNRESTRICTED R	325.00
PO17-00492	JV Ventures, Inc.	2002 Electric Flatbed GEM for KCHS	009	01	UNRESTRICTED R	2,789.62
PO17-00493	Elite Landscape Con	Landscape Renovation at GHS	009	01	Ongoing & Major	14,000.00
PO17-00494	Associated Services	KCHS Cafeteria Heater Repair	009	01	Ongoing & Major	1,165.26
PO17-00495	Associated Services	KCHS Weight Room Repairs	009	01	Ongoing & Major	16,239.52
PO17-00496	WARD'S NATURAL SCIE	Inst. Materials Ag Sci Classes. Please order ASAP	023	01	State Lottery	5,258.22
PO17-00497	Disney Resort Trave	Hotel Reservation Megan Munoz	029	01	NCLB Title II,	701.49
PO17-00498	Vista Higher Learni	Textbooks	021	01	Lottery: Instr	4,876.20
PO17-00499	Biozone Corporation	Supplemental Material	021	01	State Lottery	843.65
PO17-00500	Abacheril Fence CO	GHS Fence	10	01	Ongoing & Major	5,985.00
PO17-00501	OFFICE DEPOT BUSINE	copy paper Adult Ed	022	11	Adult Ed Block	321.20
PO17-00502	Mt SAC Cross County	Mt. SAC Cross Country Invitational Entry Fees	021	01	UNRESTRICTED R	120.00
PO17-00503	CDW-G	Ink for printer in Room 101	023	01	State Lottery	1,901.17
PO17-00504	J. W. Pepper	Instructional Supplies for Music Classes	023	01	State Lottery	1,265.37
PO17-00505	NASCO	Instructional Supplies for Art Classes	023	01	State Lottery	320.78
PO17-00506	Toledo Physical Ed	Instructional equipment for phys ed classes	023	01	State Lottery	291.50
PO17-00507	Gopher Sport, dba	Instructional equipment for phys ed classes	023	01	State Lottery	585.27
PO17-00508	B.T. Mancini Co, In	Accordian Partitions for KCHS	009	01	Ongoing & Major	16,635.00
PO17-00509	ALLSAFE ALARM INC	Security Alarm System for Technology	009	01	UNRESTRICTED R	1,256.00
PO17-00510	ALLSAFE ALARM INC	Alarm System Monitoring--Technology	009	01	UNRESTRICTED R	1,680.00
PO17-00511	CDW-G	CBO Equipment	029	01	UNRESTRICTED R	1,567.02
PO17-00512	SOUTH COUNTY NEWSP	Public Notice	029	01	UNRESTRICTED R	283.50
PO17-00513	OFFICE DEPOT BUSINE	Materials/ Supplies for NGSS Training	029	01	NCLB Title II,	334.93
PO17-00514	CASEY PRINTING, INC	Poster for WASC	021	01	UNRESTRICTED R	114.58
PO17-00515	AXIOM ADVISORS & CO	SPSA Translations	029	01	Supplemental	2,380.00
PO17-00516	SOUTH COAST REGION	FFA AET Workshop Registration	023	01	Vocational Prog	300.00
PO17-00517	HI Fresno Hospital	Hotel for D Jimenez Radisson Hotel	029	01	NCLB Title II,	247.44
PO17-00518	Houghton Mifflin Ha	TextBook	021	01	Lottery: Instr	2,636.55

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

ESCAPE ONLINE

Description

Includes Purchase Orders dated 10/01/2016 - 10/31/2016

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO17-00519	Houghton Mifflin Ha	Textbook Class Set	021	01	Lottery: Instr	4,613.96
PO17-00520	DATAFLOW BUSINESS S	Copier For Ag Department	021	01	Agricultural Vo	6,737.27
PO17-00521	MEDCO Supply-Sports	Medical Supplies for athletics	023	01	UNRESTRICTED R	2,662.18
PO17-00522	CAL POLY	Conference	021	01	Vocational Prog	200.00
PO17-00523	BUS WEST	Drive Time for Bus Recall Work	009	01	UNRESTRICTED R	840.00
PO17-00524	CA DEPT OF EDUCATIO	Registration Michelle Muncy-Silva	029	01	NCLB Title II,	450.00
PO17-00525	Valley Athletic	Field Marking Paint	009	01	UNRESTRICTED R	2,192.23
PO17-00526	CDW-G	Printer needed in the classroom	023	01	State Lottery	160.12
PO17-00527	Silke Communication	Repeater for GHS Radios	023	01	UNRESTRICTED R	5,012.89
PO17-00528	SOUTH COUNTY NEWSP	Newspaper Printing	023	01	State Lottery	5,400.00
PO17-00529	Riddell All America	Athletic Gear	023	01	UNRESTRICTED R	1,663.74
PO17-00530	Riddell All America	Soccer balls and basketball per attache quote.	023	01	UNRESTRICTED R	1,455.81
PO17-00531	CA Assoc School Bus	CASBO Training	029	01	UNRESTRICTED R	649.00
PO17-00532	Silke Communication	Two Way Radios KCHS	009	01	UNRESTRICTED R	1,106.31
PO17-00533	American Modular Sy	New Portables for KCHS	009	25	UNRESTRICTED R	216,480.00
PO17-00534	BENSON PLUMBING INC	Plumbing Renovations Lab Room #116	009	01	Ongoing & Major	14,900.00
PO17-00536	Cari Loete, Ed. D	Professional Dev Consultant	029	01	Special Educati	5,500.00
PO17-00537	NorthStar Engineeri	Topographic Survey for KCHS New Relos	009	01	Ongoing & Major	6,860.00
PO17-00538	CDW-G	Tablet Screen Protectors	029	01	UNRESTRICTED R	2,813.74
PO17-00539	Pearson Assessment	sped testing material spanish	022	01	Special Educati	178.68
PO17-00540	Sport About Equipme	Boys & Girls Basketballs	021	01	UNRESTRICTED R	1,296.20
PO17-00541	Watsonville High Sc	BBB Frosh & JV Watsonville Tournament	021	01	UNRESTRICTED R	600.00
PO17-00542	DecoTech Systems, I	Wireless Access Points	029	01	UNRESTRICTED R	4,328.10
					Total	695,081.76



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

ESCAPE **CONFIDENTIAL**

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

SUBJECT: Approval to Surplus Books from Greenfield High School

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Attached is a listing of outdated and damaged books that can no longer be used. Greenfield High School is requesting approval to surplus them. The site will attempt to donate the books; left over books will be destroyed.

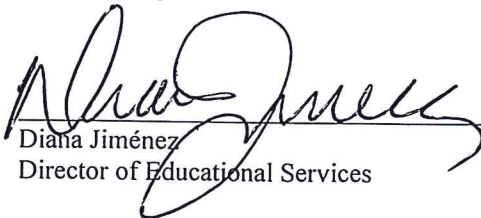
Recommendation:

It is recommended that the Board of Education approve the list of surplus books from Greenfield High School.

Fiscal Impact:


None

Submitted By:



Diana Jiménez
Director of Educational Services

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

Textbooks for Surplus from Greenfield High School 2016-2017				
Title	ditio	ISBN #	Qty.	Reason
Geometry		1559534591	354	No Longer Used
Discovering Nutrition		0026678101	47	No Longer Used
Discovering Nutrition		0026687101	47	No Longer Used
Galeria de Arte y Vida		0026765969	22	No Longer Used
Reasoning and Writing		0026847884	23	No Longer Used
Reasoning and Writing		0026847884	22	No Longer Used
Life Science		0028277376	218	No Longer Used
Life Science		0669180351		
Ven Con Migo-Lvl. 3		0030565428	78	No Longer Used
Ven con Migo -Lvl. 2		003056591X	122	No Longer Used
Lifetime Health		0030646146	1	No Longer Used
Liftetime Health		0030646146	14	No Longer Used
Lifetime Health T.ED		0030646162	1	No Longer Used
Algebra 1 Textbooks		0078228476	34	No Longer Used
Algebra 1		0078247748	107	No Longer Used
Grammar and Composition Hndbk		0078251184	3	No Longer Used
Grammar and Comp. Handbook		0078251192	22	No Longer Used
Interactive Reading Wrkbk. Literature		0078251788	1	No Longer Used
American Government		0130236225	22	No Longer Used
Prentis Hall Skills Interv. Kit		0130438685	4	No Longer Used
Cal. Algebra 1 T. Ed.		0132031280	2	No Longer Used
California Algebra 1		0132031280	306	No Longer Used
California Algebra Readiness		0133500160	26	No Longer Used
Calif. Alg. 1 All in one-Teach. Chptr. 1-4		0133500357	1	No Longer Used
Calif. Alg. 1 All in one-Teach. Chptr. 5-8		0133500365	1	No Longer Used
All in One Teaching Resources		0133500373	5	No Longer Used
Calif. Alg. 1 All in one -Teach. Chptr. 9-11		0133500373	1	No Longer Used
Cal. Algebra Readiness		0133501019	82	No Longer Used
Connection to Alg. Teachers Guide		0133501213	6	No Longer Used
Calif. Algebra 1		0133501310	306	No Longer Used
Connection to Alg. Teachers Guide		0133501310	6	No Longer Used
Cal. Algebra Readiness Wrkbk		0133632288	12	No Longer Used
California Algebra Readiness		0133632334	20	No Longer Used
Cal. Algebra 1 Wrkbk		0133640574	185	No Longer Used
Calif. Alg. 1 Solutions Key		0133640701	6	No Longer Used
Algebra Readiness		0133644006	21	No Longer Used
Focus on Grammar	2	0201346796	75	No Longer Used
Focus on Grammar	2	0201346826	71	No Longer Used
Focus on Grammar		0201619792	73	No Longer Used
Northstar		0201619806	53	No Longer Used
Northstar		0201694220	53	No Longer Used
Northstar Books		0201846691	121	No Longer Used
The Modern Era		039559376X	10	No Longer Used
Great Essays		0395904250	6	No Longer Used
Economics		0538659933	77	No Longer Used

Great Paragraphs		061811467X	10	No Longer Used
Abriendo Puertas		0618222065	73	No Longer Used
Spanish Study Guide - Geometry		0618734147	1	No Longer Used
Geometry Resource Bk.		0618734295	1	
Geometry Resource Bk.		0618734317	2	No Longer Used
Geometry Resource Bk.		0618734325	1	
Geometry Resource Bk.		0618734333	1	
Geometry Resource Bk.		0618734341	1	
Geometry Resource Bk.		061873435X	1	
Geometry Resource Bk.		0618734376	1	
Geometry Resource Bk.		0618734388	1	No Longer Used
Geometry Resource Bk.		0618734414	1	No Longer Used
Geometry Resource Bk.		0618734430	1	
Geometry Transparency		0618735720	2	No Longer Used
Geometry Transparency		0618735739	1	
Geometry Transparency		0618735755	1	
Geometry Transparency		0618735771	1	
Geometry Transparency		061873578X	2	No Longer Used
Transparency Books - Geometry		0618735798		No Longer Used
Transparency Books - Geometry		061873581X		No Longer Used
Transparency Books - Geometry		0618735828		No Longer Used
Transparency Books - Geometry		0618735844		No Longer Used
Transparency Books - Geometry		0618735852		11
Geometry Workout Sol. Key		0618736646	1	No Longer Used
Geometry		0618736735	947	No Longer Used
Geometry Resource Bk. Spanish		0618736818	1	No Longer Used
Spanish Assessment Geometry		0618736840	1	No Longer Used
Notetaking Guide Geometry		0618736891	54	No Longer Used
Geometry Notetaking Guide		0618736921	20	No Longer Used
Geometry Practice Wrkbk.		0618736956	74	No Longer Used
Geometry		061881194X	5	No Longer Used
CAHSEE Eng. Lang. Arts		0738600016	36	No Longer Used
CAHSEE Engl. Lang. Arts Prep.		0738600016	34	No Longer Used
AGS Basic Math Skills		0785409165	5	No Longer Used
AGS Pre-Algebra		0785414517	61	No Longer Used
AGS Basic Skills Math		0785429522	7	No Longer Used
AGS U.S. History		0785438599	28	No Longer Used
AGS Biology-Cycles of Life		0785439722	12	No Longer Used
Agriscience Fundamental & functions		0824362781	71	No Longer Used
Everyday Sketching and Drafting	2	0826911625	1	No Longer Used
Agri-science Fundamental & functions		0827362781	71	No Longer Used
Amer. Redcross Childcare,Health/Safety		0865361835	24	No Longer Used
Measuring Up-Calif. Stand.		1413804160	46	No Longer Used
Break Through Textbooks		1419024035	80	No Longer Used
Peparing for the Calif. Exit Exam		1440	33	No Longer Used
Kaplan Found. Eng. Lang. Arts		1441	52	No Longer Used
Modern Automotive Technology		1566376106		No Longer Used

Modern Automotive Technology	1566376114		No Longer Used
Modern Automotive Technology	1590701860		
Modern Automotive Technology	1590701887	62	No Longer Used
Algebra 4 Stand. Plus Wrkbk.	1599811316	135	No Longer Used
Refresher Mathematics	32787	21	No Longer Used
California Reading Review	64891	92	No Longer Used
California Writing Review	65423	70	No Longer Used
Master ASL-Lvl. 1	82507	59	No Longer Used
Ven Con Migo -Lvl. 1	9780030565892	22	No Longer Used
Ven Con Migo -Lvl.1	9780030565892	167	No Longer Used
Ven Con Migo-Lvl. 3	9780030565922	67	No Longer Used
California Algebra Readiness	9780132031219	104	No Longer Used
Algebra Readiness	9780133500165	77	No Longer Used
Cal. All in One St. Wrkbk. Version A	9780133501155	1	No Longer Used
T. Ed. Guide Connecting to Algebra	9780133644005	5	No Longer Used
Calif. Algebra 1 Wrkbk.	9780133644050	46	No Longer Used
Abriendo Puertas	9780618222063	73	No Longer Used
Measuring Up to Calif. Stand. - Mathematics	9781413821802	46	No Longer Used
Measuring Up	9781413821918	20	No Longer Used
Building Life Skills	9781590706770	31	No Longer Used
Building Life Skills	9781590706770	31	No Longer Used
Cal. Mathematics Review	9781598070712	28	No Longer Used
Calif. Mathematics Review II	9781598070712	16	No Longer Used
Passing the California Algebra 1	9781598071412	52	No Longer Used
Passing the California Algebra 1	9781598071412	6	No Longer Used
Cal. Mathematics Review	9781932410082	22	No Longer Used
Calif.Language Arts Review	9781932410129	16	No Longer Used

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of GHS Prom: A Night in the Bay

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

A group of 200 students and 10 chaperones will be departing from GHS April 29, 2017 to Mariner Square in Alameda, CA where students will then board the yacht, cruise the San Francisco Bay for four hours with dinner and dancing included. Cost will be \$160 per student.

Students will depart from GHS via Charter Bus on Saturday, April 29 at and returning on Sunday, April 30 at 1:00 AM

Recommendation:

It is recommended that the Board of Education approve the GHS prom.

Fiscal Impact:

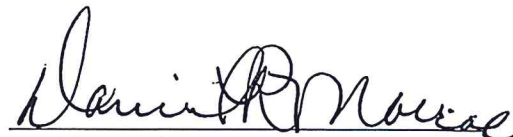
The Prom will be fully funded by Leadership and the students attending the event. There will be no fiscal impact on the district.

Submitted By:

Approved:

Chrystene Cortes

ASB Leadership



Daniel R. Moirao, Ed.D.
Superintendent

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

SUBJECT: Revenue and Expenditures Report for 2016-2017

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Crisis Long-Term Solution
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

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

Recommendation:

This is an information item only.

Fiscal Impact:

Per the 2016-2017 approved budget.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

Fund 01 - General Fund		Fiscal Year 2017 through 10/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
LCFF Revenue Sources	(8010-8099)	22,683,606.00	7,080,192.33		15,603,413.67	69%
Federal Revenue	(8100-8299)	1,388,904.00	79,990.80		1,308,913.20	94%
Other State Revenue	(8300-8599)	3,953,142.00	1,953,960.96		1,999,181.04	51%
Other Local Revenue	(8600-8799)	1,595,278.00	195,650.97		1,399,627.03	88%
Total Revenues		29,620,930.00	9,309,795.06		20,311,134.94	69%
EXPENDITURES						
Certificated Salaries	(1000-1999)	10,232,073.00	2,855,677.21	7,000,219.91	376,175.88	4%
Classified Salaries	(2000-2999)	3,044,947.00	914,072.24	1,640,276.82	490,597.94	16%
Employee Benefits	(3000-3999)	5,154,476.00	1,283,443.21	2,931,984.40	939,048.39	18%
Books and Supplies	(4000-4999)	2,074,614.53	694,881.00	455,820.77	923,912.76	45%
Services & Operating Expenses	(5000-5999)	6,518,811.47	1,778,862.10	1,888,099.09	2,851,850.28	44%
Capital Outlay	(6000-6999)	416,122.00	150,243.36	178,446.99	87,431.65	21%
Other Outgo	(7100-7299, 7400-7499)	1,759,279.00	116,505.47	.00	1,642,773.53	93%
Transfer of Indirect Costs	(7300-7399)	(3,037.00)	.00	.00	(3,037.00)	100%
Total Expenditures		29,197,286.00	7,793,684.59	14,094,847.98	7,308,753.43	25%
Operating Surplus/(Deficit)		423,644.00	1,516,110.47	(12,578,737.51)		
Beginning Fund Balance		8,157,353.18	8,157,353.18	8,157,353.18		
Net Ending Fund Balance		8,580,997.18	9,673,463.65	(4,421,384.33)		
	<i>*** calculated ***</i>					
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		8,580,997.18	.00			
Ending Fund Balance		8,580,997.18	.00			

Fund 11 - Adult Education Fund		Fiscal Year 2017 through 10/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other State Revenue	(8300-8599)	78,500.00	37,528.29		40,971.71	52%
Total Revenues		78,500.00	37,528.29		40,971.71	52%
EXPENDITURES						
Certificated Salaries	(1000-1999)	35,000.00	6,038.89	.00	28,961.11	83%
Classified Salaries	(2000-2999)	7,500.00	1,742.30	.00	5,757.70	77%
Employee Benefits	(3000-3999)	6,896.00	1,072.26	.00	5,823.74	84%
Books and Supplies	(4000-4999)	17,193.00	4,983.01	1,416.75	10,793.24	63%
Services & Operating Expenses	(5000-5999)	11,911.00	.00	.00	11,911.00	100%
Total Expenditures		78,500.00	13,836.46	1,416.75	63,246.79	81%
Operating Surplus/(Deficit)		.00	23,691.83	22,275.08		
Beginning Fund Balance		24,639.20	24,639.20	24,639.20		
Net Ending Fund Balance		24,639.20	48,331.03	46,914.28		
<i>*** calculated ***</i>						
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		24,639.20	.00			
Ending Fund Balance		24,639.20	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2017 through 10/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Federal Revenue	(8100-8299)	455,000.00	49,758.63		405,241.37	89%
Other State Revenue	(8300-8599)	36,500.00	110.60		36,389.40	100%
Other Local Revenue	(8600-8799)	164,971.00	1,284.75		163,686.25	99%
Total Revenues		656,471.00	51,153.98		605,317.02	92%
EXPENDITURES						
Classified Salaries	(2000-2999)	143,216.00	44,342.90	92,267.37	6,605.73	5%
Employee Benefits	(3000-3999)	98,501.00	21,955.15	48,623.41	27,922.44	28%
Books and Supplies	(4000-4999)	397,413.00	116,127.76	52,866.91	228,418.33	57%
Services & Operating Expenses	(5000-5999)	17,341.00	4,970.00	7,139.00	5,232.00	30%
Total Expenditures		656,471.00	187,395.81	200,896.69	268,178.50	41%
Operating Surplus/(Deficit)		.00	(136,241.83)	(337,138.52)		
Beginning Fund Balance		227,326.37	227,326.37	227,326.37		
Net Ending Fund Balance		227,326.37	91,084.54	(109,812.15)		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		227,326.37	.00			
Ending Fund Balance		227,326.37	.00			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2017 through 10/31/2016			
	Budget	Actual	Encumbrance	Balance	Avail
REVENUES					
Other Local Revenue (8600-8799)	16,266.00	.00		16,266.00	100%
Total Revenues	16,266.00	.00		16,266.00	100%
Operating Surplus/(Deficit)	16,266.00	.00	.00		
Beginning Fund Balance	3,021,838.60	3,021,838.60	3,021,838.60		
Net Ending Fund Balance	3,038,104.60	3,021,838.60	3,021,838.60		
<i>*** calculated ***</i>					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	3,038,104.60	.00			
Ending Fund Balance	3,038,104.60	.00			

Fund 25 - Capital Facilities Fund		Fiscal Year 2017 through 10/31/2016				
		Budget	Actual	Encumbrance	Balance	Avail
REVENUES						
Other Local Revenue	(8600-8799)	174,685.00	33,022.56		141,662.44	81%
Total Revenues		174,685.00	33,022.56		141,662.44	81%
EXPENDITURES						
Books and Supplies	(4000-4999)	10,000.00	.00	.00	10,000.00	100%
Services & Operating Expenses	(5000-5999)	59,461.00	362.89	6,360.00	52,738.11	89%
Capital Outlay	(6000-6999)	.00	40,586.83	366,631.16	(407,217.99)	0%
Other Outgo	(7100-7299, 7400-7499)	105,224.00	.00	.00	105,224.00	100%
Total Expenditures		174,685.00	40,949.72	372,991.16	(239,255.88)	(137)%
Operating Surplus/(Deficit)		.00	(7,927.16)	(380,918.32)		
Beginning Fund Balance		183,779.54	183,779.54	183,779.54		
Net Ending Fund Balance		183,779.54	175,852.38	(197,138.78)		
		<i>*** calculated ***</i>				
Components of Ending Fund Balance						
Undesignated/Unappropriated - 9790		183,779.54	.00			
Ending Fund Balance		183,779.54	.00			

Fund 56 - Debt Service Fund		Fiscal Year 2017 through 10/31/2016			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	1,248,727.02	1,248,727.02	1,248,727.02		
Net Ending Fund Balance	1,248,727.02	1,248,727.02	1,248,727.02		
<i>*** calculated ***</i>					
Components of Ending Fund Balance					
Undesignated/Unappropriated - 9790	1,248,727.02	.00			
Ending Fund Balance	1,248,727.02	.00			

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Cashflow Summary Report for 2016-17
(thru October 31, 2016)

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Attached is the Cashflow Summary Report – 2016-2017 Fiscal Year (as of September 30, 2016).

- Fund 01 – General Fund
- Fund 11 – Adult Education
- Fund 13 – Cafeteria Fund (Fund 13 usually runs a negative balance as there are no advance apportionments)
- Fund 17 – Special Reserve Fund
- Fund 25 – Capital Facilities Program
- Fund 35 – School Facility Program
- Fund 56 – Debt Service

Recommendation:

This is an information item only.

Fiscal Impact:

None

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

Fund 01 - Actuals through October

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		10,390,803.30	10,294,433.20	9,543,059.20	10,148,898.14			
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment	8010-8019		2,047,738.00	2,047,738.00	2,811,898.00			6,907,374.00	17,029,606.00
Property Taxes	8020-8079		2,186.59		5,844.68	164,787.06		172,818.33	5,654,000.00
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299				79,990.80			79,990.80	1,388,904.00
Other State Revenues	8300-8599		132,497.85		1,792,282.86	29,180.25		1,953,960.96	3,953,142.00
Other Local Revenues	8600-8799		350.00	76,476.00	65,991.19	53,533.78		195,650.97	1,595,278.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	2,182,072.44	2,124,214.00	4,756,007.53	247,501.09	.00	9,309,795.06	29,620,930.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999		114,859.47	919,162.89	894,657.35	926,997.50		2,855,677.21	10,232,073.00
Classified Salaries	2000-2999		140,752.49	260,359.57	260,627.40	252,332.78		914,072.24	3,044,947.00
Employee Benefits	3000-3999		114,915.54	399,119.48	381,795.37	387,612.82		1,283,443.21	5,154,476.00
Books and Supplies	4000-4999		102,582.23	281,987.30	166,460.46	143,851.01			
Services	5000-5999		372,263.43	546,413.82	481,820.30	378,364.55		1,778,862.10	6,518,811.47
Capital Outlay	6000-6599			119,955.98	17,035.00	13,252.38		150,243.36	416,122.00
Other Outgo	7000-7499		5,583.00	39,318.04	41,242.90	30,361.53		116,505.47	1,756,242.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	850,956.16	2,566,317.08	2,243,638.78	2,132,772.57	.00	7,793,684.59	29,197,286.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199	967,879.07	246,543.38	246,543.38	219,333.75			712,420.51	
Accounts Receivable	9200-9299	415,658.94	132,992.29		84,001.12	66,784.60		283,778.01	
Due From Other Funds	9310	5,563.00							
Stores	9320								
Prepaid Expenditures	9330	42,483.94	42,483.94					42,483.94	
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		1,431,584.95	71,067.15	246,543.38	135,332.63	66,784.60	.00	386,158.56	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 4, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through October		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	1,862,979.71	1,359,454.23-	62,727.54-	35,847.05	45,167.24		1,341,167.48-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650	1,802,055.36			1,802,055.36-			1,802,055.36-	
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		3,665,035.07	1,356,419.23-	62,727.54-	1,771,197.18-	47,121.11	.00	3,143,222.84-	
Nonoperating									
Suspense Clearing	9910		3,035.00		4,988.87-	1,953.87			
TOTAL BALANCE SHEET ITEMS		2,233,450.12	1,427,486.38-	309,270.92-	1,906,529.81-	113,905.71	.00	3,529,381.40-	
E. NET INCREASE/DECREASE									
B - C + D			96,370.10-	751,374.00-	605,838.94	1,771,365.77-	.00	2,013,270.93-	423,644.00
F. ENDING CASH (A + E)			10,294,433.20	9,543,059.20	10,148,898.14	8,377,532.37			
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 11 - Actuals through October

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		35,752.23-	37,078.59-	41,543.53-	43,240.65-			
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					37,528.29		37,528.29	78,500.00
Other Local Revenues	8600-8799								
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	37,528.29	.00	37,528.29	78,500.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999					6,038.89		6,038.89	35,000.00
Classified Salaries	2000-2999				1,065.49	676.81		1,742.30	7,500.00
Employee Benefits	3000-3999				236.43	835.83		1,072.26	6,896.00
Books and Supplies	4000-4999			4,464.94	304.88	213.19			
Services	5000-5999								11,911.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	4,464.94	1,606.80	7,764.72	.00	13,836.46	78,500.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299	61,734.31-							
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		61,734.31-	.00	.00	.00	.00	.00	.00	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 4, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 11 - Actuals through October		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	1,342.88	1,326.36-		90.32-			1,416.68-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		1,342.88	1,326.36-	.00	90.32-	.00	.00	1,416.68-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		60,391.43-	1,326.36-	.00	90.32-	.00	.00	1,416.68-	
E. NET INCREASE/DECREASE									
B - C + D			1,326.36-	4,464.94-	1,697.12-	29,763.57	.00	22,275.15	.00
F. ENDING CASH (A + E)			37,078.59-	41,543.53-	43,240.65-	13,477.08-			
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 13 - Actuals through October

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		171,862.02	159,649.47	104,894.46	46,426.54			
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299					49,758.63		49,758.63	455,000.00
Other State Revenues	8300-8599					110.60		110.60	36,500.00
Other Local Revenues	8600-8799					1,284.75		1,284.75	164,971.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	51,153.98	.00	51,153.98	656,471.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999		2,298.56	12,170.51	15,129.05	14,744.78		44,342.90	143,216.00
Employee Benefits	3000-3999		1,171.16	6,687.53	7,111.18	6,985.28		21,955.15	98,501.00
Books and Supplies	4000-4999		20.91	30,036.75	39,745.44	46,324.66			
Services	5000-5999		1,207.00	315.38	563.63	2,883.99		4,970.00	17,341.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	4,697.63	49,210.17	62,549.30	70,938.71	.00	187,395.81	656,471.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199	3,849.06			3,797.57			3,797.57	
Accounts Receivable	9200-9299	64,675.05			283.81			283.81	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		68,524.11	.00	.00	4,081.38	.00	.00	4,081.38	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 4, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 13 - Actuals through October		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	13,059.76	7,514.92-	5,544.84-				13,059.76-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		13,059.76	7,514.92-	5,544.84-	.00	.00	.00	13,059.76-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		55,464.35-	7,514.92-	5,544.84-	4,081.38	.00	.00	8,978.38-	
E. NET INCREASE/DECREASE									
B - C + D			12,212.55-	54,755.01-	58,467.92-	19,784.73-	.00	145,220.21-	.00
F. ENDING CASH (A + E)			159,649.47	104,894.46	46,426.54	26,641.81			
G. Ending Cash, Plus Cash Accruals and Adjustments									

Fund 17 - Actuals through October

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		3,021,838.60	3,021,838.60	3,021,838.60	3,029,642.83			
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								16,266.00
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	.00	16,266.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
- vices	5000-5999								
- 48 - jital 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				7,804.23			7,804.23	
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	7,804.23	.00	.00	7,804.23	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 4, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE 

Fund 17 - Actuals through October		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		.00	.00	.00	7,804.23	.00	.00	7,804.23	
E. NET INCREASE/DECREASE									
B - C + D			.00	.00	7,804.23	.00	.00	7,804.23	16,266.00
F. ENDING CASH (A + E)									
			3,021,838.60	3,021,838.60	3,029,642.83	3,029,642.83			
G. Ending Cash, Plus Cash Accruals and Adjustments									

Fund 25 - Actuals through October		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		237,085.37	131,516.38	131,516.38	149,475.07			
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					33,022.56		33,022.56	174,685.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	33,022.56	.00	33,022.56	174,685.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Grants	5000-5999					362.89		362.89	59,461.00
Capital Outlay	6000-6599				40,586.83			40,586.83	
Other Outgo	7000-7499								105,224.00
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	.00	40,586.83	362.89	.00	40,949.72	174,685.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	57,826.16			57,826.16			57,826.16	
Accounts Receivable	9200-9299				719.36			719.36	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
SUBTOTAL ASSETS		57,826.16	.00	.00	58,545.52	.00	.00	58,545.52	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 28, Actuals Thru Period = 4, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 25 - Actuals through October		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	105,568.99	105,568.99-					105,568.99-	
Due To Other Funds	9610	5,563.00							
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		111,131.99	105,568.99-	.00	.00	.00	.00	105,568.99-	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		53,305.83	105,568.99-	.00	58,545.52	.00	.00	47,023.47-	
E. NET INCREASE/DECREASE			105,568.99-	.00	17,958.69	32,659.67	.00	54,950.63-	.00
B - C + D			105,568.99-	.00	17,958.69	32,659.67	.00	54,950.63-	.00
F. ENDING CASH (A + E)			131,516.38	131,516.38	149,475.07	182,134.74			
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through October

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	Total	Budget
A. BEGINNING CASH	9110		.00	.00	.00	.00			
B. RECEIPTS									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799								
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
TOTAL RECEIPTS		.00	.00	.00	.00	.00	.00	.00	
C. DISBURSEMENTS									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
TOTAL DISBURSEMENTS		.00	.00	.00	.00	.00	.00	.00	
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	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 = 4, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 56 - Actuals through October		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	Total	Budget
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	.00	.00	
Nonoperating									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		1,248,727.02-	.00	.00	.00	.00	.00	.00	
E. NET INCREASE/DECREASE									
B - C + D			.00	.00	.00	.00	.00	.00	.00
F. ENDING CASH (A + E)			.00	.00	.00	.00			
G. Ending Cash, Plus Cash Accruals and Adjustments									

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

SUBJECT: Site Enrollment, Attendance and Referral Statistics

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- 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 October 2016.

Recommendation:

This is an information item only.

Fiscal Impact:

None

Submitted By:



Sherrie Castellanos

Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.

Superintendent

Greenfield High School

11/1/2016

2016-2017

Discipline Distribution Report from 10/1/2016 to 10/31/2016

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)							
		9	10	11	12	F	M	Y	100	200	300	400	600	700	999	
04 *Assault (E) 48900 (a)(2)	5	1	1	3	-	1	4	5	-	-	-	-	-	-	-	-
07 *Drugs, Paraphernalia (E) 489C	1	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-
10 *Drugs, Use of (E) 48900 (c)	2	1	-	-	1	-	2	2	-	-	-	-	-	-	-	-
15 *Knife, Brandishing (E)48900 (t	1	-	-	1	-	-	1	1	-	-	-	-	-	-	-	-
18 *Property, Destruction of (E) 48	2	2	-	-	-	-	2	2	-	-	-	-	-	-	-	-
36 Behavior, Defiance (E) 48900 (l	20	8	9	2	1	3	17	20	-	-	-	-	-	-	-	-
37 Behavior, Disobedience (E) 48	9	1	3	5	-	-	9	9	-	-	-	-	-	-	-	-
38 Behavior, Disruptive (E) 48900	24	14	5	4	1	2	22	24	-	-	-	-	-	-	-	-
39 Behavior, Inappropriate (E) 48	18	11	4	3	-	1	17	18	-	-	-	-	-	-	-	-
41 Class Rules, Violation of	2	2	-	-	-	-	2	2	-	-	-	-	-	-	-	-
46 Detention, No Show	2	-	-	2	-	-	2	2	-	-	-	-	-	-	-	-
47 Disruption of School Activities (1	1	-	-	-	-	1	1	-	-	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	7	3	2	1	1	-	7	7	-	-	-	-	-	-	-	-
58 Harassment (E) 48900.4	4	2	-	2	-	1	3	4	-	-	-	-	-	-	-	-
60 Hate Statement (E) 48900.3	1	1	-	-	-	-	1	1	-	-	-	-	-	-	-	-
65 Language, Profanity (E) 48900	4	-	4	-	-	-	4	4	-	-	-	-	-	-	-	-
73 Saturday School, No Show	2	-	1	1	-	-	2	2	-	-	-	-	-	-	-	-
75 Harassment, Threats or Intimid.	6	2	1	3	-	1	5	6	-	-	-	-	-	-	-	-
81 Tardy, Habitual	54	14	23	5	12	10	44	54	-	-	-	-	-	-	-	-
83 Tardy Sweeps	3	3	-	-	-	3	-	3	-	-	-	-	-	-	-	-
84 Threats to Others (E) 48900 (a)	1	-	-	1	-	-	1	1	-	-	-	-	-	-	-	-
89 Truant	1	-	1	-	-	-	1	1	-	-	-	-	-	-	-	-
Totals:	170	66	54	33	17	22	148	170	-	-	-	-	-	-	-	-

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Greenfield High School

11/1/2016
11:26:03 AM

2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 1

Month 3 (10/3/2016 - 10/28/2016)

Regular Program

		A	B	C	D	E	F	G	H	I	J	K	L	M
		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	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	1134	9	1143	12	1131	233	1106	0	20378	1072.53	21484	94.85%
Month 3 Total		19	1134	9	1143	12	1131	233	1106	0	20378	1072.53	21484	94.85%
Months 3 Cumulative 9-12		19		9		12		233	1106	0	20378	1072.53	21484	94.85%
		19		9		12		233	1106	0	20378	1072.53	21484	94.85%

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

Greenfield High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 2

Month 3 (10/3/2016 - 10/28/2016)

Program H Home-Hospital

		A	B	C	D	E	F	G	H	I	J	K	L	M
		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	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	2	0	2	0	2	0	24	0	14	0.74	38	36.84%
Month 3 Total		19	2	0	2	0	2	0	24	0	14	0.74	38	36.84%
Months 3 Cumulative 9-12		19		0		0		0	24	0	14	0.74	38	36.84%
		19		0		0		0	24	0	14	0.74	38	36.84%

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

Greenfield High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 3

Month 3 (10/3/2016 - 10/28/2016)

Program I Independent Study

		A	B	C	D	E	F	G	H	I	J	K	L	M
		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	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	10	1	11	0	11	4	190	0	15	0.79	205	7.32%
Month 3 Total		19	10	1	11	0	11	4	190	0	15	0.79	205	7.32%
Months 3 Cumulative 9-12		19		1		0		4	190	0	15	0.79	205	7.32%
		19		1		0		4	190	0	15	0.79	205	7.32%

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

Greenfield High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 4

Month 3 (10/3/2016 - 10/28/2016)

Program T SDC Transitional Program

		A	B	C	D	E	F	G	H	I	J	K	L	M
		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	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	7	0	7	0	7	0	4	0	129	6.79	133	96.99%
Month 3 Total		19	7	0	7	0	7	0	4	0	129	6.79	133	96.99%
Months 3 Cumulative 9-12		19		0		0		0	4	0	129	6.79	133	96.99%
		19		0		0		0	4	0	129	6.79	133	96.99%

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

Greenfield High School

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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 5

Month 3 (10/3/2016 - 10/28/2016)

Program V Short Term Independent Study

		A	B	C	D	E	F	G	H	I	J	K	L	M
		Tchg Days	Enrollment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	0	2	2	2	0	18	20	0	0	0.00	20	0.00%
Month 3 Total		19	0	2	2	2	0	18	20	0	0	0.00	20	0.00%
Months 3 Cumulative 9-12		19		2		2		18	20	0	0	0.00	20	0.00%
		19		2		2		18	20	0	0	0.00	20	0.00%

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

King City High School

11/1/2016

2016-2017

Discipline Distribution Report from 10/1/2016 to 10/31/2016

Page 1

Code # and Name	Total	Grade				Sex		Hispanic/Latino?	Race (Not Hispanic)							
		9	10	11	12	F	M	Y	100	200	300	400	600	700	999	
04 *Assault (E) 48900 (a)(2)	2	1	1	-	-	-	2	2	-	-	-	-	-	-	-	-
07 *Drugs, Paraphernalia (E) 489C	1	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-
08 *Drugs, Possession of (E) 489C	1	-	1	-	-	-	1	1	-	-	-	-	-	-	-	-
10 *Drugs, Use of (E) 48900 (c)	2	1	-	-	1	-	2	2	-	-	-	-	-	-	-	-
36 Behavior, Defiance (E) 48900 (l)	2	-	1	1	-	-	2	1	-	-	-	-	-	-	-	-
38 Behavior, Disruptive (E) 48900	1	-	1	-	-	-	1	-	-	-	-	-	-	-	-	-
39 Behavior, Inappropriate (E) 489C	1	-	1	-	-	-	1	-	-	-	-	-	-	-	-	-
52 Fighting (E) 48900 (a)(1)	5	1	3	-	1	1	4	5	-	-	-	-	-	-	1	-
81 Tardy, Habitual	1	-	1	-	-	-	1	-	-	-	-	-	-	-	-	-
Totals:	16	3	9	1	3	1	15	12	-	-	-	-	-	-	1	-

King City High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 1

Month 3 (10/3/2016 - 10/28/2016)

Regular Program

		A	B	C	D	E	F	G	H	I	J	K	L	M
		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	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	994	4	998	16	982	198	809	0	17955	945.00	18764	95.69%
Month 3 Total		19	994	4	998	16	982	198	809	0	17955	945.00	18764	95.69%
Months 3 Cumulative 9-12		19		4		16		198	809	0	17955	945.00	18764	95.69%
		19		4		16		198	809	0	17955	945.00	18764	95.69%

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

King City High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 2

Month 3 (10/3/2016 - 10/28/2016)

Program H Home-Hospital

		A	B	C	D	E	F	G	H	I	J	K	L	M
		Tchg Days	Enroll-ment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	2	0	2	0	2	0	19	0	19	1.00	38	50.00%
Month 3 Total		19	2	0	2	0	2	0	19	0	19	1.00	38	50.00%
Months 3 Cumulative 9-12		19		0		0		0	19	0	19	1.00	38	50.00%
		19		0		0		0	19	0	19	1.00	38	50.00%

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

King City High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 3

Month 3 (10/3/2016 - 10/28/2016)

Program I Independent Study

		A	B	C	D	E	F	G	H	I	J	K	L	M
		Tchg Days	Enroll-ment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	9	0	9	0	9	0	155	0	16	0.84	171	9.36%
Month 3 Total		19	9	0	9	0	9	0	155	0	16	0.84	171	9.36%
Months 3 Cumulative 9-12		19		0		0		0	155	0	16	0.84	171	9.36%
		19		0		0		0	155	0	16	0.84	171	9.36%

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

King City High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 4

Month 3 (10/3/2016 - 10/28/2016)

Program T SDC Transitional Program

		A	B	C	D	E	F	G	H	I	J	K	L	M
		Tchg Days	Enroll-ment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	19	34	0	34	1	33	18	35	0	593	31.21	628	94.43%
Month 3 Total		19	34	0	34	1	33	18	35	0	593	31.21	628	94.43%
Months 3 Cumulative 9-12		19		0		1		18	35	0	593	31.21	628	94.43%
		19		0		1		18	35	0	593	31.21	628	94.43%

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

Portola-Butler Contin. High School

11/1/2016

2016-2017

Discipline Distribution Report from 10/1/2016 to 10/31/2016

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	999
04 *Assault (E) 48900 (a)(2)	1	-	1	-	-	1	1	-	-	-	-	-	-	-
36 Behavior, Defiance (E) 48900 (l	1	-	1	-	-	1	1	-	-	-	-	-	-	-
37 Behavior, Disobedience (E) 48900 (l	1	-	1	-	-	1	1	-	-	-	-	-	-	-
38 Behavior, Disruptive (E) 48900	2	-	2	-	-	2	2	-	-	-	-	-	-	-
39 Behavior, Inappropriate (E) 48900	1	-	1	-	-	1	1	-	-	-	-	-	-	-
58 Harassment (E) 48900.4	1	-	1	-	-	1	1	-	-	-	-	-	-	-
Totals:	7	-	7	-	-	7	7	-	-	-	-	-	-	-

Portola-Butler Contin. High School

11/1/2016
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Page 1

2016-2017

MONTHLY ATTENDANCE SUMMARY/CONTINUATION

Month 3 - From 10/03/2016 Through 10/28/2016

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)
10 TOTAL	19	1	1	2	0	2	17	63.00	54.17	0.00	54.17	0.95
11 TOTAL	19	17	1	18	1	17	28	924.00	917.47	3.53	921.00	16.16
12 TOTAL	19	41	3	44	6	38	91	2235.00	2012.36	23.43	2035.80	35.72
PROGRAM TOTAL	19	59	5	64	7	57	136	3222.00	2984.00	26.97	3010.97	52.83

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)
11 TOTAL	19	3	0	3	0	3	0	171.00	0.00	0.00	0.00	0.00
12 TOTAL	19	2	0	2	0	2	0	114.00	0.00	0.00	0.00	0.00
PROGRAM TOTAL	19	5	0	5	0	5	0	285.00	0.00	0.00	0.00	0.00

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	19	5	0	5	1	4	4	273.00	259.50	6.57	266.07	4.67
PROGRAM TOTAL	19	5	0	5	1	4	4	273.00	259.50	6.57	266.07	4.67

Portola-Butler Contin. High School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY/CONTINUATION

Page 2

Month 3 - From 10/03/2016 Through 10/28/2016

Preparer's Signature

Date

Principal's Signature

Date

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

Pinnacles Charter School

11/1/2016
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2016-2017

MONTHLY ATTENDANCE SUMMARY TOTALS

Page 1

Month 3 (10/3/2016 - 10/28/2016)

Program I Independent Study

		A	B	C	D	E	F	G	H	I	J	K	L	M
		Tchg Days	Enroll-ment Carried Fwd	Gains	Total Enrollment (B+C)	Losses	Ending Enrollment (D-E)	Days Not Enroll	Days Non-Apport Attend	Days Apport Abs	Total Apport Attend (A*D) - G-H-I	Total A.D.A. (J/A)	Max Days Possible (A*D) - G	Percent Attend (J/L)
Month	Grade Level													
3	9-12	20	14	9	23	1	22	20	387	0	53	2.65	440	12.05%
Month 3 Total		20	14	9	23	1	22	20	387	0	53	2.65	440	12.05%
Months 3 Cumulative 9-12		20		9		1		20	387	0	53	2.65	440	12.05%
		20		9		1		20	387	0	53	2.65	440	12.05%

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

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Nominations for CSBA Delegate Assembly

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- _____ Improve, Monitor and Sustain Student Achievement
- _____ Improve School Climate in Support of Teaching, Learning and Student Safety
- _____ Develop/Sustain Fiscal Solvency
- _____ Ensure that Facilities are Safe for Staff and Students
- x Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The CSBA Delegate Assembly works with local districts, county offices, and Board of Directors and Executive Committee to ensure the association reflects the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year.

They are now accepting nominations for CSBA's Delegate Assembly. Applications are being accepted through Monday, January 7, 2017.

Recommendation:

Any Board member has the opportunity to complete an application.

Fiscal Impact:

None

Submitted By:



Daniel R. Moirao, Ed.D.
Superintendent

Approved:



Daniel R. Moirao, Ed.D.
Superintendent



California School Boards Association

October 24, 2016

DEADLINE: Saturday, January 7, 2017
BOARD ACTION REQUIRED
Please deliver to all governing board members.

MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Chris Ungar, President

Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Saturday, January 7, 2017**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Saturday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Wednesday, February 1, 2017 and are due Wednesday, March 15, 2017.
- Elected Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.

The enclosed nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Charlyn Tuter at ctuter@csba.org or (800) 266-3382, ext. 3281. Thank you.



Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years beginning April 1, 2017 through March 31, 2019. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

What does a nomination consist of? A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.*

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Wednesday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Wednesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at (800) 266-3382.



Delegate Assembly Nomination Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

CSBA Region/subregion # _____

The Board of Education of the _____ wishes to
(Nominating District)

nominate _____ . The nominee is a member of the
(Nominee)

_____, which is a member of the California
(Nominee's District)

School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé will be sent by Saturday, January 7, 2017.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms may be emailed to nominations@csba.org, faxed to (916) 371-3407 or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Saturday, January 7, 2017**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.* If you have any questions, please contact the Executive Office at (800) 266-3382 or Charlyn Tuter at ctuter@csba.org. Thank you.

2017 Delegate Assembly Candidate Biographical Sketch Form

DUE: Saturday, January 7, 2017

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: _____	CSBA Region-subregion #: _____
District or COE Name: _____	Years on board: _____
Profession: _____	Contact Number: _____
E-mail: _____	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please describe your activities and involvement on your local board, community, and/or CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: _____

2016 CSBA DELEGATE ASSEMBLY ROSTER

DELEGATES (Year = term expiration; ♦ = appointed by district)

(As of October 14, 2016)

REGION 1 – 4 Delegates (4 elected)

Director: Jennifer Owen (Fort Bragg USD)

Subregion 1-A (Del Norte, Humboldt)

Annelia Hillman (Klamath-Trinity Joint USD), 2017

Lisa Ollivier (Eureka City SD), 2018

Subregion 1-B (Lake, Mendocino)

Taja Odom (Kelseyville USD), 2018

County: Frances Costello (Del Norte Cnty. & USD), 2017

REGION 2 – 4 Delegates (4 elected)

Director: Sherry Crawford (Siskiyou COE)

Subregion 2-A (Modoc, Siskiyou, Trinity)

Gregg Gunkel (Siskiyou Union HSD), 2017

Subregion 2-B (Shasta)

James (Jim) Schwerdt (Shasta Union HSD), 2017

Subregion 2-C (Lassen, Plumas)

Dwight Pierson (Plumas County & USD), 2018

County: Brenda Duchi (Siskiyou COE), 2018

REGION 3 – 8 Delegates (8 elected)

Director: A.C. (Tony) Ubalde (Vallejo City USD)

Subregion 3-A (Sonoma)

Dianna MacDonald (Cloverdale USD), 2017

Cassandra Maitlen-Jones (Bennett Valley Un. SD), 2018

Subregion 3-B (Napa)

Indira Lopez (Calistoga Joint USD), 2017

Subregion 3-C (Solano)

Michele (Shelley) Dally (Vacaville USD), 2018

David Isom (Fairfield-Suisun USD), 2017

Vacant, 2017

Subregion 3-D (Marin)

Barbara (Barb) Owens (Tamalpais Union HSD), 2018

County: Herman Hernandez (Sonoma COE), 2017

REGION 4 – 8 Delegates (8 elected)

Director: Paige K. Stauss (Roseville Joint Union HSD)

Subregion 4-A (Glenn, Tehama)

Rod Thompson (Red Bluff Jt. Union HSD), 2018

Subregion 4-B (Butte)

Judith Peters (Paradise USD), 2017

Subregion 4-C (Colusa, Sutter, Yuba)

Jim Flurry (Marysville Joint USD), 2018

Sharman Kobayashi (Yuba City USD), 2017

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), 2017

Trish Gerving (Nevada City SD), 2017

Renee Nash (Eureka Union SD), 2018

County: Suzanne Jones (Placer COE), 2018

REGION 5 – 10 Delegates (7 elected/3 appointed ♦)

Director: Jill Wynns (San Francisco County & USD)

Subregion 5-A (San Francisco)

Emily Murase (San Francisco County & USD) ♦, 2017

Rachel Norton (San Francisco County & USD) ♦, 2017

Shamann Walton (San Francisco County & USD) ♦, 2018

Subregion 5-B (San Mateo)

Davina Drabkin (Burlingame ESD), 2017

Carrie Du Bois (Sequoia Union HSD), 2017

Marc Friedman (San Mateo Union HSD), 2018

Alisa MacAvoy (Redwood City ESD), 2018

Kevin Martinez (San Bruno Park ESD), 2017

Kalimah Salahuddin (Jefferson Union HSD), 2018

County: Beverly Gerard (San Mateo COE), 2017

REGION 6 – 19 Delegates (12 elected/7 appointed ♦)

Director: Darrel Woo (Sacramento City USD)

Subregion 6-A (Yolo)

Susan Lovenburg (Davis Joint USD), 2018

Subregion 6-B (Sacramento)

Michael A. Baker (Twin Rivers USD) ♦, 2017

Ellen Cochrane (Sacramento City USD) ♦, 2018

Pam Costa (San Juan USD) ♦, 2017

Craig DeLuz (Robla ESD), 2018

John Gordon (Galt Joint Union ESD), 2017

Jay Hansen (Sacramento City USD) ♦, 2017

James Hendricks (Arcohe Union ESD), 2018

Susan Heredia (Natomas USD), 2017

Lisa Kaplan (Natomas USD), 2017

Lucinda Luttgen (San Juan USD) ♦, 2018

Crystal Martinez-Alire (Elk Grove USD) ♦, 2017

Michael McKibbin (San Juan USD), 2017

Edward Short (Folsom-Cordova USD), 2017

Bobbie Singh-Allen (Elk Grove USD) ♦, 2018

Vacant, 2018

Subregion 6-C (Alpine, El Dorado, Mono)

Misty DiVittorio (Placerville Union ESD), 2018

Suzanna George (Rescue Union ESD), 2017

County: Greg Geeting (Sacramento COE), 2018

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 7 – 20 Delegates (15 elected/5 appointed) ♦

Director: Anne White (Livermore Valley USD)

Subregion 7-A (Contra Costa)

Elizabeth Block (West Contra Costa USD) ♦, 2018
 Laura Canciamilla (Pittsburg USD), 2018
 Christine Deane (Contra Costa COE), 2017
 Madeline Kronenberg (West Contra Costa USD), 2017
 Linda K. Mayo (Mt. Diablo USD) ♦, 2017
 Kathi McLaughlin (Martinez USD), 2018
 Yolanda C. Pena Mendrek (Liberty Union HSD), 2017
 Raymond Valverde (Liberty Union HSD), 2018

Subregion 7-B (Alameda)

Valerie Arkin (Pleasanton USD), 2018
 Desrie Campbell (Fremont USD), 2018
 Ann Crosbie (Fremont USD) ♦, 2017
 Jamie Hintzke (Pleasanton USD), 2018
 Philip Hu (Alameda USD), 2017
 Beatriz Leyva-Cutler (Berkeley USD), 2017
 Jody London (Oakland USD) ♦, 2017
 William McGee (Hayward USD), 2017
 Amy Miller (Dublin USD), 2018
 Diana J. Prola (San Leandro USD), 2017
 Rosie Torres (Oakland USD) ♦, 2018
 County: Aisha Knowles (Alameda COE), 2017

REGION 8 – 14 Delegates (12 elected/2 appointed) ♦

Director: Matthew Balzarini (Lammersville Joint USD)

Subregion 8-A (San Joaquin)

Gloria J. Allen (Stockton USD) ♦, 2018
 Sam Fant (Manteca USD), 2018
 Kathleen Garcia (Stockton USD) ♦, 2017
 Ron Heberle (Lodi USD), 2017
 Kathy Howe (Manteca USD), 2018
 George Neely (Lodi USD), 2017
 Jenny Van De Pol (Lincoln USD), 2018

Subregion 8-B (Amador, Calaveras, Tuolumne)

Zerrall McDaniel (Calaveras USD), 2017

Subregion 8-C (Stanislaus)

Faye Lane (Ceres USD), 2018
 Cynthia Lindsey (Sylvan Union ESD), 2017
 Vacant, 2017

Subregion 8-D (Merced)

Adam Cox (Merced City ESD), 2017
 Greg Opinski (Merced Union HSD), 2018
 County: Vacant, 2018

REGION 9 – 8 Delegates (8 elected)

Director: Tami Gunther (Atascadero USD)

Subregion 9-A (San Benito, Santa Cruz)

Phil Rodriguez (Soquel Union ESD), 2018
 Deborah Tracy-Proulx (Santa Cruz City Schools), 2018
 George Wylie (San Lorenzo Valley USD), 2017

Subregion 9-B (Monterey)

Lila Cann (Salinas Union HSD), 2017
 Rita Patel (Carmel USD), 2018

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD), 2018
 Vicki Meagher (Lucia Mar USD), 2017
 County: Sergio Alejo (Monterey COE), 2017

REGION 10 – 15 Delegates (11 elected/4 appointed) ♦

Director: Susan Markarian (Pacific Union ESD)

Subregion 10-A (Madera, Mariposa)

Barbara Bigelow (Chawanakee USD), 2017

Subregion 10-B (Fresno)

Daniel Babshoff (Kerman USD), 2017
 Cynthia (Cyndi) Berube (Central USD), 2018
 Darrell Carter (Washington USD), 2018
 Gilbert F. Coelho (Firebaugh-Las Deltas USD), 2018
 Valerie F. Davis (Fresno USD) ♦, 2017
 Brian D. Heryford (Clovis USD) ♦, 2017
 James Karle (Sanger USD), 2017
 Marcia (Marcy) Masumoto (Sanger USD), 2017
 Carol Mills (Fresno USD) ♦, 2018
 Betsy J. Sandoval (Clovis USD) ♦, 2018
 Norman Saude (Sierra USD), 2018
 Kathy Spate (Caruthers USD), 2017
Subregion 10-C (Kings)
 Karen Frey (Corcoran Joint USD), 2018
 County: Barbara Thomas (Fresno COE), 2018

REGION 11 – 9 Delegates (9 elected)

Director: Suzanne Kitchens (Pleasant Valley SD)

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD), 2018
 S. Monique Limon (Santa Barbara USD), 2017

Subregion 11-B (Ventura County and Las Virgenes USD)

John Andersen (Conejo Valley USD), 2018
 Greg Barker (Moorpark USD), 2018
 Rob Collins (Simi Valley USD), 2018
 Vianey Lopez (Hueneme ESD), 2018
 Christina Urias (Santa Paul USD), 2017
 John Walker (Ventura USD), 2017
 County: Mark Lisagor (Ventura COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 12 – 13 Delegates (11 elected/2 appointed) ♦

Director: Bill Farris (Sierra Sands USD)

Subregion 12-A (Tulare)

Peter Lara, Jr. (Porterville USD), 2018
Cathy Mederos (Tulare Joint Union HSD), 2017
Dean Sutton (Exeter USD), 2017
Lucia Vazquez (Visalia USD), 2018

Subregion 12-B (Kern)

Pam Baugher (Bakersfield City SD), 2017
Jeff Flores (Kern Union HSD) ♦, 2017
Tim Johnson (Sierra Sands USD), 2017
Phillip Peters (Kern Union HSD) ♦, 2018
Elizabeth Naty Santana-Garibaldo (Lamont ESD), 2017
Scott Starkey (Southern Kern USD), 2018
Wesley Thomas (Kernville Union ESD), 2018
Vacant, 2017

County: Donald P. Cowan (Kern COE), 2018

REGION 15 – 27 Delegates (18 elected/9 appointed) ♦

Director: Meg Cutuli (Los Alamitos USD)

County: Orange

Ginny Aitkens (Saddleback Valley USD) ♦, 2017
Valerie Amezcuca (Santa Ana USD) ♦, 2018
Dana Black (Newport-Mesa USD), 2018
Lauren Brooks (Irvine USD), 2018
Bonnie Castrey (Huntington Beach Union HSD), 2017
Gina Clayton-Tarvin (Ocean View SD), 2017
Jeff Cole (Anaheim ESD), 2017
Ian Collins (Fountain Valley ESD), 2017
Debbie Cotton (Ocean View SD), 2017
Lynn Davis (Tustin USD), 2018
Judy Franco (Newport-Mesa USD), 2018
Karin Freeman (Placentia-Yorba Linda USD), 2017
Bob Harden (Garden Grove USD) ♦, 2017
Gila Jones (Capistrano USD) ♦, 2018
Candice (Candi) Kern (Cypress ESD), 2018
Martha McNicholas (Capistrano USD) ♦, 2018
Lan Q. Nguyen (Garden Grove USD) ♦, 2018
Annemarie Randle-Trejo (Anaheim Union HSD) ♦, 2018
Rob Richardson (Santa Ana USD) ♦, 2017
Rosemary Saylor (Huntington Beach City ESD), 2018
Francine Scinto (Tustin USD), 2018
Michael Simons (Huntington Beach Union HSD), 2018
Robert A. Singer (Fullerton Joint Union HSD), 2017
Suzie R. Swartz (Saddleback Valley USD), 2017
Sharon Wallin (Irvine USD) ♦, 2018
Dolores Winchell (Saddleback Valley ESD), 2017
County: John W. Bedell (Orange COE), 2017

REGION 16 – 20 Delegates (15 elected/5 appointed) ♦

Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2017

Subregion 16-B (San Bernardino)

Jesse Armendarez (Fontana USD) ♦, 2018
Christina Cameron-Otero (Needles USD), 2017
Niccole Childs (Hesperia USD), 2018
Lorena Corona (Fontana USD) ♦, 2017
Tom Courtney (Lucerne Valley USD), 2017
Barbara J. Dew (Victor Valley Union HSD), 2018
Barbara Flores (San Bernardino City USD) ♦, 2018
Cathline Fort (Etiwanda ESD), 2018
Margaret Hill (San Bernardino City USD) ♦, 2017
Sylvia Orozco (Chino Valley USD) ♦, 2017
Caryn Payzant (Alta Loma ESD), 2018
Barbara Schneider (Helendale SD), 2018
Jane D. Smith (Yucaipa-Calimesa Joint USD), 2018
Wilson So (Apple Valley USD), 2017
Eric Swanson (Hesperia USD), 2017
Kathy A. Thompson (Central ESD), 2017
Charles Uhalley (Chaffey Joint Union HSD), 2017
Donna West (Redlands USD), 2018
County: Mark A. Sumpter (San Bernardino COE), 2018

REGION 17 – 24 Delegates (18 elected/6 appointed) ♦

Director: Carol Skiljan (Encinitas Union ESD)

County: San Diego

Elvia Aguilar (South Bay Union SD), 2018
Barbara Avalos (National SD), 2018
Kevin Beiser (San Diego USD) ♦, 2017
Brian Clapper (National SD), 2018
Katie Dexter (Lemon Grove SD), 2018
Twila Godley (Lakeside Union SD), 2017
Adrienne Hakes (Oceanside USD), 2018
Beth Hergesheimer (San Dieguito Union HSD), 2017
Elizabeth Jaka (Vista USD), 2018
Claudine Jones (Carlsbad USD), 2018
Michael McQuary (San Diego USD) ♦, 2018
Janet W. Mulder (Jamul-Dulzura Union ESD), 2017
Tamara Otero (Cajon Valley Union SD), 2017
Dawn Perfect (Ramona USD), 2017
Eduardo Reyes (Chula Vista ESD), 2018
Barbara Ryan (Santee SD), 2017
Debra Schade (Solana Beach ESD), 2018
Priscilla Schreiber (Grossmont Union HSD), 2017
Nicholas Segura (Sweetwater Union HSD) ♦, 2018
Charles Sellers (Poway USD) ♦, 2017
Arturo Solis (Sweetwater Union HSD) ♦, 2017
Sharon Whitehurst-Payne (San Diego USD) ♦, 2017
Vacant, 2018
County: Mark C. Anderson (San Diego COE), 2017

2016 CSBA DELEGATE ASSEMBLY ROSTER

REGION 18 – 21 Delegates (16 elected/5 appointed) ◇

Director: Jerry Bowman (Menifee Union ESD)

Subregion 18-A (Riverside)

Bruce N. Dennis (Riverside COE), 2017
 Kenneth Dickson (Murrieta Valley USD), 2017
 Tom Elliott (Perris ESD), 2018
 Tom Hunt (Riverside USD) ◇, 2017
 Ben Johnson, II (Alvord USD), 2018
 Cleveland Johnson (Moreno Valley USD) ◇, 2017
 Wendy Jonathan (Desert Sands USD), 2018
 Marla Kirkland (Val Verde USD), 2018
 Susan Lara (Beaumont USD), 2018
 Patricia Lock-Dawson (Riverside USD) ◇, 2018
 Memo Mendez (Jurupa USD), 2017
 Bill Newberry (Corona-Norco USD) ◇, 2017
 John I. Norman (San Jacinto USD), 2017
 David Allen Pulsipher (Temecula Valley USD), 2017
 Cathy L. Sciortino (Corona-Norco USD) ◇, 2018
 Susan Scott (Lake Elsinore USD), 2018
 Sandra Tusant (Romoland ESD), 2017

Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD), 2017
 Diahna Garcia-Ruiz (Heber ESD), 2017
 Gloria Santillan (Brawley ESD), 2018
 County: Susan Manger (Imperial COE), 2018

REGION 20 – 12 Delegates (11 elected/1 appointed) ◇

Director: Albert Gonzalez (Santa Clara USD)

County: Santa Clara

Robert Benevento (Morgan Hill USD), 2018
 Frank Biehl (East Side Union HSD), 2018
 Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2018
 Danielle Cohen (Campbell Union SD), 2017
 Pamela Foley (San Jose USD) ◇, 2017
 Anjali Kausar (Cupertino Union SD), 2017
 Bonnie Mace (Evergreen ESD), 2017
 Joe Mitchner (Mountain View-Los Altos Un. HSD), 2018
 Reid Myers (Sunnyvale SD), 2017
 Andres Quintero (Alum Rock Union ESD), 2017
 George Sanchez (Franklin-McKinley ESD), 2017
 County: Rosemary Kamei (Santa Clara COE), 2018

REGION 21 – 7 Delegates (7 appointed) ◇

Director: George McKenna (Los Angeles USD)

County: Los Angeles

Monica Garcia (Los Angeles USD) ◇, 2017
 Monica Ratliff (Los Angeles USD) ◇, 2017
 Ref Rodriguez (Los Angeles USD) ◇, 2020
 Scott Schmerelson (Los Angeles USD) ◇, 2020
 Richard Vladovic (Los Angeles USD) ◇, 2020
 Steven Zimmer (Los Angeles USD) ◇, 2017
 County: Douglas Boyd (Los Angeles COE) ◇, 2018

REGION 22 – 6 Delegates (6 elected)

Director: Victor Torres (Castaic Union SD)

Los Angeles County: North Los Angeles

John K. Curiel (Westside Union ESD), 2017
 Steven DeMarzio (Westside Union ESD), 2018
 R. Michael Dutton (Keppel Union ESD), 2017
 Keith Giles (Lancaster ESD), 2018
 Nancy Smith (Palmdale ESD), 2018
 Steven M. Sturgeon (William S. Hart Union HSD), 2017

REGION 23 – 16 Delegates (13 elected/3 Appointed) ◇

Director: Xilonin Cruz-Gonzalez (Azusa USD)

Los Angeles County: San Gabriel Valley & East Los Angeles Subregion 23-A

Adele Andrade-Stadler (Alhambra USD), 2017
 Kenneth Bell (Duarte USD), 2017
 Bob Bruesch (Garvey ESD), 2018
 Gregory Krikorian (Glendale USD), 2018
 Gary Scott (San Gabriel USD), 2018

Subregion 23-B

Benjamin Cardenas (Montebello USD) ◇, 2017
 Anthony Duarte (Hacienda La Puente USD), 2018
 Helen Hall (Walnut Valley USD), 2017
 Gino (J.D.) Kwok (Hacienda La Puente USD) ◇, 2018
 Vacant, 2017

Subregion 23-C

Steven Llanusa (Claremont USD), 2018
 Christina Lucero (Baldwin Park USD), 2017
 Eileen Miranda Jimenez (West Covina USD), 2017
 Roberta Perlman (Pomona USD) ◇, 2017
 Camie Poulos (West Covina USD), 2018
 Paul Solano (Bassett USD), 2018

REGION 24 – 16 Delegates (14 elected/2 Appointed) ◇

Director: Donald E. LaPlante (Downey USD)

Los Angeles County: Southwest Crescent

Darryl Adams (Norwalk-La Mirada USD), 2017
 Micah Ali (Compton USD), 2017
 Leighton Anderson (Whittier Union HSD), 2018
 Jan Baird (South Whittier ESD), 2017
 Paul Gardiner (East Whittier City ESD), 2018
 Margie Garrett (Compton USD), 2018
 Vivian Hansen (Paramount USD), 2017
 Megan Kerr (Long Beach USD) ◇, 2017
 Eugene Krank (Hawthorne SD), 2018
 Jose Lara (El Rancho USD), 2017
 Sylvia V. Macias (South Whittier ESD), 2018
 John McGinnis (Long Beach USD) ◇, 2018
 Karen Morrison (Norwalk-La Mirada USD), 2018
 Ann M. Phillips (Lawndale ESD), 2018
 Margarita Rios (Norwalk-La Mirada USD), 2018
 Ana Valencia (Norwalk-La Mirada USD), 2017

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

SUBJECT: Discussion of SB 415 Rescheduling of Governing Board
Members Elections from Odd-Numbered Years to
Even-Numbered Year

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

On September 1, 2015 Governor Jerry Brown signed SB 415 into law. This legislation requires school districts that hold their board elections in odd numbered year and have experienced "significant decrease in voter turnout," to adopt a plan to transition to even-number year general elections. Attached are a number of documents outlining the requirement and three possible options.

The board needs to discuss it wishes and provide direction to the Superintendent as to the direction they would like to follow on this matter.

Recommendation:

It is recommended that the Board of Education discuss the implications of SB 415 and provide the Superintendent direction.

Fiscal Impact:

None at this time.

Submitted By:



Daniel R. Moirao, Ed.D.
Superintendent

Approved:



Daniel R. Moirao, Ed.D.
Superintendent



SCHOOL & COLLEGE LEGAL SERVICES
OF CALIFORNIA

A Joint Powers Authority
serving school and
college districts
throughout the state.

LEGAL UPDATE

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September 20, 2016

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To: Superintendents, Member School Districts (K-12)

General Counsel
Carl D. Corbin

From: Frank Zotter, Jr. *FZ*
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Frank Zotter, Jr.

Subject: 2016 Governing Board Elections and Organizational Meetings and
Frequently Asked Questions
Memo No. 34-2016

ORGANIZATIONAL MEETINGS
(Education Code Section 35143)

Of Counsel
Robert J. Henry
Margaret M. Merchat
Virginia A. Riegel

Each school district, community college district, and county office of education is required to hold an annual organizational meeting. In an election year, a school district or community college organizational meeting is held on a day within the fifteen (15) day period that commences with the date upon which a governing board member elected at that election takes office (the first Friday in December). In years in which no regular election for governing board members is conducted, the organizational meeting is held during that same fifteen day period. Exceptions to this rule are discussed below. This year the date on which elected trustees will take office is December 2, 2016. Organizational meetings should be held as follows:

1. Governing Boards of School Districts and Community College Districts.

The organizational meeting must be held within 15 days of the first Friday in December. Unless otherwise provided by a rule of the Governing Board, the *date* of the organizational meeting must be selected by the Board at its regular meeting held immediately *prior* to December 2nd.

2. Governing Boards of School Districts Governed by A City Charter.

These Boards have the option of holding their organizational meetings as described under Paragraph 1, above, or may hold their organizational meeting between December 15th and January 14th, if so provided by the Governing Board rules.



3. **County Boards of Education.**

The organizational meeting is the first meeting after the last Friday in November or the first meeting on or after the first day in July depending on whether the terms of office of the Board members commence on the last Friday in November or July 1.

ELECTION ISSUES

Districts with the governing board elections scheduled for 2016 should be aware of the following information:

1. **Number of Candidates Less Than or Equal to the Number of Board Seats.**

No election is held. The existing Board members continue to serve until the organizational meeting of the Board, at which time the candidate(s) are seated and become Board members.

2. **No Candidates or Insufficient Candidates for Number of Seats Vacant.**

Seats for which there are sufficient candidates are discussed above. For those seat(s) for which there are no candidates, the Board must appoint. It is important to note that, except for seats which have been specifically designated two-year seats, an appointment to a governing board seat due to lack of a candidate or candidates is a four-year appointment.

The appointment must be made prior to the election. Prior to making the appointment, "... the governing board shall cause to be published a notice once in a newspaper of general circulation published in the district or, if no such newspaper is published in the district, in a newspaper having general circulation in the district, stating that the board intends to make an appointment and informing persons of the procedure available for applying for the office." (Education Code section 5328.5).

3. **Changing the Election Cycle from Odd-Year to Even-Year (New for 2016).**

Under the Elections Code, the "default" for school districts and community college districts is to hold elections in odd-numbered years. See Elections Code section 1302, subdivision (a) ("the regular election to select governing board members in any school district, community college district, or county board of education shall be held on the first Tuesday after the first Monday in November of each odd-numbered year).

Over the years, however, many school and college districts have switched their election cycles to even-numbered years. By doing so, these elections appear on the same ballot as statewide elections, and the districts can split ballot printing costs with the other public entities sharing the same ballot. In addition, because these elections coincide with gubernatorial or presidential elections, voter turnout is usually much higher. School district races are often the only matters on the ballot in odd-numbered years, and voter turnout accordingly is usually low.



Nevertheless, districts should recognize that just because more voters *participate* in even-numbered years, that does not necessarily translate into greater interest in school and college elections. Indeed, the onslaught of national or statewide candidates and issues on the statewide ballot can “drown out” such local elections, about which voters are typically not well-informed to begin with.

School districts and community colleges should also take note of AB 415, which Gov. Brown signed into law last year. It adds a new chapter to the Elections Code, beginning with section 14050, known as the California Voter Participation Rights Act. Under this Act, commencing January 1, 2018, school and college districts must hold their elections on statewide election dates (i.e., even-numbered years) if voter turnout for a regularly-scheduled election in that district has been at least 25% less than the average voter turnout for the previous four statewide general elections.

This bill authorizes a voter in a district that fails to make the switch to file a lawsuit to enforce this requirement. A prevailing plaintiff can collect reasonable attorney’s fees and court costs if court intervention is necessary. Districts that still hold their elections in odd-numbered years, therefore, may want to consider switching to even-numbered years, especially if their election turnout has been low, or for the other reasons set forth above, or both.

Procedure

The process for switching elections to an even-numbered cycle is set forth in Elections Code section 1302, as well as Elections Code section 10404.5 (for K-12 districts) or Elections Code section 10404.7 (for community colleges). At least 240 days before the district’s next scheduled election date, it must first adopt a resolution requesting the change, addressed to the county board of supervisors in each county where the district has territory. Thereafter, each board of supervisors, following various required notices, and in consultation with its elections official, must decide whether to approve the consolidation. Following approval, the board or boards must notify all registered voters, at the district’s expense, of the change of election date.

If the change is approved, it moves the existing odd-numbered election no more than one year to the next even-numbered year’s election cycle. The terms of office of all incumbent members of that board are automatically extended. Thus, for districts that act in time for the pending 2017 election, their incumbents would serve until 2018; if the change is made in time for the 2019 election, those incumbents would serve until 2020.

Any districts interested in making this change, whether because of AB 415 or for any other reason, should contact our office for assistance. We have sample resolutions both for K-12 and community college districts. We can also provide a more detailed overview of the process to switch from the odd-numbered year election cycle to even-numbered years.



FREQUENTLY ASKED QUESTIONS

Eligibility to Hold Office

1. What are the qualifications to be elected/appointed to a school board?

Education Code section 35107, subdivision (a) provides as follows:

(a) Any person, regardless of sex, who is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office, is eligible to be elected or appointed a member of a governing board of a school district without further qualifications.

2. Can employees of the school district serve on the governing board?

No. Education Code section 35107, subdivision (b)(1) provides as follows:

An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. If the employee does not resign, the employment will automatically terminate upon being sworn into office.

3. Are there limitations on the employment of a spouse or other relatives of a board member?

Yes. Under Government Code section 1090, a long-term school district or community college district employee whose spouse is appointed to or elected to the district's governing board may not be promoted by the board. "Long-term" means that the employee has served for one year or more. See Government Code section 1091.5, subd. (a)(6). The spouse of a new employee, i.e., someone with less than one year of employment at the district in question, may not be elected or appointed to the board unless the other spouse resigns his or her employment first.

If a spouse has been an employee of the district for at least one year before the other spouse joins the governing board, then the other spouse may be elected or appointed to serve on the governing board. Even in that circumstance, however, the board would thereafter be limited in its ability to affect the employment status of the employee spouse. For example, the employee-spouse could not be promoted, changed from a temporary to a regular employee, or have his or her position selectively reclassified while the other spouse is a board member. Furthermore, under the Political Reform Act (Government Code section 87100 et seq.), the board-member spouse would have to abstain from any discussion or participation in any decision that would uniquely affect the employee-spouse.



4. Are there term limits for school board members?

There can be, but only if the voters choose to impose them. Education Code section 35107, subdivision (c) provides as follows (emphasis added):

Notwithstanding any other provision of law, the governing board of a school district may adopt or the residents of the school district may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the governing board of the school district may serve on the governing board of the school district. Any proposal to limit the number of terms a member of the governing board of the school district may serve on the governing board of the school district shall apply prospectively only and shall not become operative unless it is submitted to the electors of the school district at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal.

Therefore, unless action is taken as set forth in section 35107, subdivision (c), term limits do not apply to school district governing boards.

5. May a school board member hold another political office?

The answer depends on whether the other public office has “potentially overlapping public duties” with the school board position. Where there is potential for overlapping duties the common law doctrine of “incompatible” offices prevents one person from holding both offices. By way of example, board members of a “feeder” elementary school district cannot at the same time also serve as a board member of the high school district. (See 68 Ops.Cal.Atty.Gen. 171 (1985)).

Term of Office

Note: The responses set forth below may not apply to school district elections that are subject to the provisions of a city charter. Districts that are governed by a city charter should always review the charter to determine whether it governs the district’s elections.

6. When does the term of office begin?

For K-12 board members elected in odd-numbered years, Education Code section 5000 provides as follows:

After the initial election of governing board members in any school district or community college district, a governing board member election shall be held biennially on the first Tuesday after the first Monday in November of each succeeding odd-numbered year to fill the offices of members whose terms expire on the first Friday in December next



succeeding the election. Except as provided in this chapter, or in Chapter 2 (commencing with Section 5200), the elections shall be held and conducted in accordance with Chapter 3 (commencing with Section 5300). (Emphasis added.)

Similarly, for board members elected in even-numbered years, Education Code section 5017 provides as follows:

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the first Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor. (Emphasis added.)

Finally, Elections Code section 10554 provides as follows:

Elective officers, elected or appointed pursuant to this part, take office at noon on the first Friday in December next following the general district election. Prior to taking office, each elective officer shall take the official oath and execute any bond required by the principal act. (Emphasis added.)

Because Education Code section 5300 provides that provisions of the Elections Code apply to school district elections “except as otherwise provided in the code” it appears that the references to “noon” in Elections Code section 10554 applies to school elections as well.

7. Is there a different rule for when the term of office begins for County Boards of Education?

Yes. Education Code section 1007, subdivision (a) provides: “Members [of county boards of education] elected at the time of the direct primary shall take office on the first day of July, and members elected at the date on which members of school district governing boards are elected shall take office on the last Friday in November subsequent to their election..” Thus, the first day of the term of incoming board members who were elected in June is July 1, and for those elected in November, their first day is the last Friday of November.

It is common for new members who are succeeding outgoing members to be sworn in at the first organizational meeting, which as noted above is different from the date upon which the terms of office for these board members actually begin and end. The organizational meeting for County Board trustees is either the first meeting on or after the first day in July (for those elected at the June primary) or the first meeting *after* the last



Friday in November (for those elected in November). Awaiting the organizational meeting is done purely for ceremonial reasons, however, and has no legal effect on the true first day in office of the incoming member (or the last day of office of the outgoing member). Some board members choose to be sworn in privately (e.g., by a notary public) before the organizational meeting.

Oath of Office

8. Is it necessary for a board member to take an “oath of office?”

Yes. Government Code section 1360 provides as follows:

Unless otherwise provided, before any officer enters on the duties of his office, he shall take and subscribe the oath or affirmation set forth in Section 3 of Article XX¹ of the Constitution of California.

Failure to take the oath of office and file a bond as required by law is one way in which a public office becomes vacant, as provided in Government Code Section 1770, subdivision (i).

9. Who can administer the oath of office to a newly elected/appointed board member?

Any person listed in Education Code section 60 or Government Code section 1362 may administer the oath to a newly elected/appointed board member.

Education Code section 60 provides as follows:

The Superintendent of Public Instruction, Deputy and Assistant Superintendents of Public Instruction, secretary of the Superintendent of Public Instruction, members of the Board of Governors of the California Community Colleges, the Chancellor of the California Community Colleges, county superintendents of schools, school trustees, members of boards of education, secretaries and assistant secretaries of boards of education, city superintendents of schools, district superintendents of schools, assistant superintendents of schools, deputy superintendents of schools, principals of schools, and every other officer charged with the performance of duties under the provisions of this code may administer and certify oaths relating to officers or official matters concerning public schools.

Government Code section 1362 provides as follows:

Unless otherwise provided, the oath may be taken before any officer authorized to administer oaths.

¹ That is, “Article 20.”



This is a very broad provision — “any officer authorized to administer oaths” includes judges, virtually all elected officials, notaries public, and numerous county and state officers.

10. What happens if the elected/appointed officer fails or refuses to take the oath of office?

Education Code section 5017 provides, in pertinent part, as follows:

. . . Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

In addition, Government Code section 1302 provides as follows:

Every officer whose term has expired shall continue to discharge the duties of his office until his successor has qualified.

If the office was vacant then the position remains vacant until filled by a qualified candidate.

11. When may the oath be taken by a newly elected/appointed school board member?

Elections Code section 10554 provides as follows:

Elective officers, elected or appointed pursuant to this part, take office at noon on the first Friday in December next following the general district election. Prior to taking office, each elective officer shall take the official oath and execute any bond required by the principal act. (Emphasis added.)

Thus, the oath of office may be administered at any time after the election results are certified by the county clerk. This is typically done at the district’s organizational meeting.

12. How long does the county clerk have to certify the election results?

Elections Code section 15372 provides as follows:

The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 28 days of the election or, in the case of school district, community college district, county board of education, or special district elections conducted on the first Tuesday after the first Monday in November of odd-numbered years,



no later than the last Monday before the last Friday of that month.

Elections Code sections 15400 and 15401 provides as follows:

The governing body shall declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Section 15452. The governing board shall also declare the results of each election under its jurisdiction as to each measure voted on at the election.

The elections official shall make out and deliver to each person elected or nominated, as declared by the governing body, a certificate of election or nomination, signed and authenticated by the elections official.

13. What are the rules with respect to the annual organizational meeting?

Education Code section 35143 provides as follows:

The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.



At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

14. At the organizational meeting which board members (e.g., outgoing or incoming) convene the meeting?

Where the oath of office is administered at the organizational meeting the board with the outgoing board members may convene the meeting, the oath may be administered, and then the board with new members would complete that part of the agenda that follows the administration of the oath of office. If the new member takes the oath of office prior to the organizational meeting the meeting would then need to be convened with the new member sitting with the board.

Brown Act

15. Does the Brown Act apply to newly elected members before they take office?

Yes. Government Code section 54952.1 provides as follows:

Any person elected to serve as a member of a legislative body who has not yet assumed the duties of office shall conform his or her conduct to the requirements of this chapter and shall be treated for purposes of enforcement of this chapter as if he or she has already assumed office.

We believe the reference to “elected to serve” applies once the county clerk has certified the election results (See Elections Code sections 15372, 15400 and 15401 as set forth above.)



Board Member Resignation

16. May a school board member resign from his/her office?

Yes. Government Code section 1770, subdivision (c) provides that “[a]n office becomes vacant . . . [upon the incumbent’s] resignation.”

17. How does a school board member resign?

Education Code section 5090 provides that “a vacancy resulting from resignation occurs when the written resignation is filed with the county superintendent of schools . . .”

18. Is it necessary for the school board to take action to accept a member’s resignation?

No. As noted above the resignation is effective upon the county superintendent of schools’ receipt of the written resignation.

Some governing board meetings do have public agenda items to “accept” a member’s resignation. This is usually done for purposes of creating an occasion to honor a departing board member and is purely ceremonial with no legal significance.

19. May a board member rescind a written resignation once it is filed with the county superintendent of schools?

No. Education Code section 5090 provides that a “written resignation . . . shall, upon being filed with the county superintendent of schools be irrevocable.”

20. What constitutes “filing” a resignation with the county superintendent?

A resignation is filed with the county superintendent upon physical receipt by the county superintendent’s office of a writing indicating a resignation.

21. May a board member defer the effective date of a resignation?

Yes. Education Code section 5090 provides that a board member’s written resignation may indicate a “deferred effective date.” Section 5091 provides further that the resignation may not be deferred “for more than 60 days after he or she files the resignation with the county superintendent of schools.”

22. Would an e-mail or facsimile transmission constitute a written resignation?

Probably not. The law applicable to resignations has not been amended to provide for electronic or facsimile substitution for written resignations.



23. What is the effective date of a resignation?

Unless the resignation contains a “deferral” date, the effective date of a written resignation is the date it is actually received by the county superintendent’s office.

24. Are there any limits on the role of a board member who files with the county superintendent a written resignation with a deferred effective date?

Yes. Education Code section 35178 provides as follows:

A member of the governing board of a school district who has tendered a resignation with a deferred effective date pursuant to Section 5090 shall, until the effective date of the resignation, continue to have the right to exercise all powers of a member of the governing board, except that such member shall not have the right to vote for his or her successor in an action taken by the board to make a provisional appointment pursuant to Section 5091.

Please note: This prohibition applies only to the actual vote and does not appear to preclude the member whose resignation is pending from participating in the selection process or board discussion of who to appoint.

25. What does a school board need to do after learning of a resignation from one of its members?

Education Code section 5091 provides that the governing board “shall, within 60 days of the vacancy or the filing of the deferred resignation, either order an election or make a provisional appointment to fill the vacancy.”

Please Note: The 60 days starts to run when the resignation is received by the county superintendent even if the resignation contains a deferred effective date.

The governing board must also make sure that the person provisionally appointed to the position is “qualified” under Education Code section 35107 as discussed in more detail above.

26. May the board meet in closed session to develop questions or interview candidates?

No. Under the Brown Act, all aspects of making a provisional appointment must be done in public session, except where the board appoints an advisory ad hoc committee of less than a quorum of board members and no other members. If an advisory ad hoc committee is appointed it may assist in screening or evaluating applications and preparing interview questions, but may not make any final decisions for the board. (See Government Code section 54952, subdivision (b).)

The provisional appointment must be put on the public session agenda and the Board



must take action to approve the appointment.

27. After the board makes a provisional appointment what happens next?

Education Code section 5092 provides as follows:

Whenever a provisional appointment is made to the governing board of a school district pursuant to Section 5091, the board shall, within 10 days of the provisional appointment of a person to fill a vacancy which occurs or will occur, post notices of both the actual vacancy or the filing of a deferred resignation and also the provisional appointment in three public places in the district and shall publish a notice pursuant to Section 6061 of the Government Code. If there is no newspaper of general circulation published in the district, notice need not be published.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. The notice shall also contain the full name of the provisional appointee to the board and the date of his appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

Thus, the residents of the district whose board has appointed a provisional board member can petition to force a special election—although in practical terms, this rarely happens.

28. What happens if vacancies occur in a majority or more of the board seats at the same time?

Education Code section 5094 provides as follows:

If for any reason vacancies should occur in a majority of the offices on any school district or community college district governing board, the president of the county board of education having jurisdiction may appoint members of the county board of education to the district governing board until new members of the governing board are elected or appointed.

Note: At the discretion of the county board of education president, appointments may be made in one or more of the vacant positions. In other words, the county board president is not limited to making appointments only sufficient to create a quorum on the district board. Thus, on a five person board with 3 vacancies, the county board president may designate up to 3 members of the county board of education to serve as district board members. Once appointed, the county board members continue to serve as district board members until new members “are elected or appointed.”



29. May a district board reappoint the same person who resigned from the seat that is vacant?

No. Government Code section 1752, subdivision (a) provides, in pertinent part, as follows:

... no person elected or appointed to the governing body of any city, county, or district having an elected governing body, shall be appointed to fill any vacancy on that governing body *during the term for which he or she was elected or appointed* (emphasis added).

Please note: This provision also prohibits a board member with a “short” term from resigning and being appointed to a vacant “long” term.

30. If the district chooses to call for written applications from candidates who wish to be considered for appointment, are the submitted applications public records?

Yes. Under California Public Records Act copies of any applications that are received by the district must be made available for public inspection and copies provided upon request.

Note: Because the applications are public records we recommend that prospective candidates be so-informed before they submit an application.

31. If the board chooses to interview candidates one at a time before making an appointment do all candidates have a right to be present?

Under the Brown Act all persons—including candidates for a board appointment—have a right to attend all public sessions of the board.

At the same time the board may request (but not require) the other candidates to remain outside the meeting room until after they are interviewed.

Our experience has been that most candidates honor the request, as they understand the essential fairness of the request, and that the refusal to do so may have an impact on the remaining board members’ willingness to appoint such a candidate.

32. If everything must be done in public session, how does the board develop questions that will not be known in advance by the candidates?

Good question! The Brown Act simply does not provide a ready response to this question.

We have recommended against using email (or other private communications) among board members to reach a board decision on what questions to ask the candidates.



School & College Legal Services of California
Tel: (707) 524-2690 Fax: (707) 578-0517
www.sclscal.org

It is recommended that individual board members submit proposed questions to the board president, who will compile a composite question list. The board can also have such questions referred to an executive officer, such as the superintendent, who can undertake the task of compiling such questions, perhaps in concert with a single board member or an ad hoc committee of the board.

Please contact our office with questions regarding this Legal Update or any other legal matter.

The information in this Legal Update is provided as a summary of law and is not intended as legal advice. Application of the law may vary depending on the particular facts and circumstances at issue. We, therefore, recommend that you consult legal counsel to advise you on how the law applies to your specific situation.

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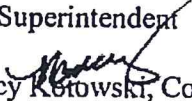


Monterey County Office of Education

Dr. Nancy Kotowski
County Superintendent of Schools

October 12, 2016

To: District Superintendent

From: Dr. Nancy , County Superintendent of Schools

Subject: Changing Odd-Year School Board Elections to Even-Year Elections

School & College Legal Services of California's Legal Update, dated September 20, 2016, provides important information regarding governing board elections and organizational meetings (attached). In addition to information regarding conducting your annual school district organizational meeting in December, it is critical to note that **Senate Bill ("SB") 415 may require your district to transition from odd-year to even-year governing board elections.** This memorandum provides a summary of SB 415, and an overview of the process for transitioning from odd-year to even-year elections.

1. SB 415

Many school boards across the state maintain odd-numbered year elections based on Education Code section 35105, which provides the general rule that governing board members serve staggered terms and are elected in odd-numbered years. However, the California legislature has recognized that generally voter participation rates are historically greater during the statewide general elections held in even-numbered years. On September 1, 2015, Governor Jerry Brown signed SB 415 into law, requiring school districts that hold their board elections in odd-numbered year elections and have experienced "significant decrease in voter turnout," to adopt a plan to transition to even-numbered year general elections no later than January 1, 2018. (Elec. Code §14052, subd. b.) Significant decrease in voter turnout is described as voter turnout at least 25% less than the average voter turnout for the previous four statewide general elections.

Currently, all school districts within Monterey County hold their school board elections in odd-numbered years and are not consolidated with statewide elections. Therefore, if your school district experienced 25% less voter turnout in the 2015 election than the average voter turnout for the previous four statewide general elections (2014, 2012, 2010, 2008), you will be required to adopt a resolution to initiate the transition to even-numbered year board elections, no later than January 1, 2018. (Elec. Code § 14052, subd. b.) If a resolution to initiate the transition to even-numbered year board elections is passed before January 1, 2018 pursuant to SB 415, the school district has the option to delay the official transition to even-numbered year elections to the 2022 statewide general elections, at the latest. (Elec. Code § 14052, subd. b.)

The Monterey County Elections Office maintains detailed elections data for all elections dating back to the year 2000 on their website. (http://www.montereycountyelections.us/statements_of_vote.htm)

Please note that Election Code section 1302 allows school districts the ability to transition to even-numbered year elections regardless of whether they experience decreased voter turnout. In fact, many school districts around the state have utilized Election Code section 1302 to transition to even-numbered year elections, even when they have not experienced a significant decrease in voter turnout, because a transition to even-numbered year elections generally provides school districts with the following benefits:

- It may reduce operating costs for the school district. According to Monterey County Elections, a school district's cost of participating in an election is based upon the number of jurisdictions sharing the cost of the election and the sum of registered voters. In even year elections, state and federal contests, as well as municipal and county contests will potentially reduce the pro rata share of election cost.
- For incumbents, the transition to even-numbered year elections means each Board member's term will be extended by one year pursuant to Elections Code section 10404.5, subd. (g). In this manner, no elected trustees are deprived of the right to enjoy office for the term for which they were elected.
- Districts should experience higher voter participation by conducting elections in the general election cycle.

2. There are three opportunities to change the election cycle from odd-numbered years to even-numbered years.

EARLIEST: Change the November 7, 2017 Election to November 6, 2018 Election. The term of office of incumbent members of the governing board would be extended by one year: terms expiring in 2017 would expire in 2018; terms expiring in 2019 would expire in 2020.

MID: Change the November 5, 2019 Election to November 3, 2020 Election. The term of office of incumbent members of the governing board would be extended by one year: terms expiring in 2019 would expire in 2020; terms expiring in 2021 would expire in 2022.

LAST: Change the November 2, 2021 Election to November 8, 2022 Election. The term of office of incumbent members of the governing board would be extended by one year: terms expiring in 2021 would expire in 2022; terms expiring in 2023 would expire in 2024.

3. Process for Transition to Even-Numbered Year Elections

Elections Code section 10404.5 provides the process through which a school district can seek to move school board elections from odd-numbered to even-numbered years. These procedures include the following:

- The School District Board adopts a resolution specifying the change to even-numbered year elections. (Elec. Code § 1302) A sample resolution is attached.

- The School District Board then submits the resolution to the County Board of Supervisors for approval no later than 240 days prior to the next regularly scheduled election. (Elec. Code § 10404.5 subd. a.)
 - Upon receipt by the County Board of Supervisors, the Clerk for the Board of Supervisors notifies all school districts in the County and the County Office of Education to obtain input on the proposed change. (Elec. Code § 10404.5, subd. c.).
 - The County Board of Supervisors has sixty (60) days to approve or deny the District's request for consolidation with the general election. The County Board of Supervisors must approve the resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. (Elec. Code § 10404.5, subd. d 1.).
- Within thirty (30) days after the approval of the resolution by the County Board of Supervisors, the County Registrar of Voters notifies all registered voters of the District by mail, at the District's expense, that the election in the odd-numbered year is postponed until the even-numbered year. (Elec. Code § 10404.5, subd. e.)
- If a school board adopts a resolution to move from odd-numbered year to even-numbered year elections and the County Board of Supervisors approves, the terms of incumbent board members may be extended one year. (Elec. Code § 10404.5, subd. g.)

4. **Monterey County Process for Submission of Resolution to Transition to Even-Numbered Year Elections**

If your district chooses to transition to even-numbered year elections, the original school district board resolution should be sent to the County Superintendent of Schools.

The County Superintendent of Schools will submit all resolutions to the County Registrar of Voters for review. Following review, the resolutions will be sent to the County Board of Supervisors for approval. Therefore, school districts should agendaize this as an informational item as soon as possible and for action at a November meeting or, **no later than the December annual organizational meeting.**

The original resolutions should be sent to the County Superintendent of Schools prior to your holiday break.

5. **Recommendation**

Districts will need to transition to even-numbered year elections no later than 2022. My recommendation is that all districts adopt a resolution to transition in 2018 to avoid calling elections in both even-numbered and odd-numbered years until 2022.

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

SUBJECT: Discussion of Book - The Essential School Board
Book

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

At the October board meeting the Superintendent provided each board member with a copy of the book The Essential School Board Book. The Superintendent gave the board the task to read chapters 1 – 3. In the spirit of constant improvement, the governing team is asked to discuss their findings, responding to the following two questions:

1. What did you learn from this reading?
2. What is similar and different between the SMCJUHSD Board of Education and those that you read about in the book.

Recommendation:

It is recommended that the Board of Education discuss reading from the book The Essential School Board Book.

Fiscal Impact:

None at this time.

Submitted By:



Daniel R. Moirao, Ed.D.
Superintendent

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Board Policies -First Reading

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

-
- Improve, Monitor and Sustain Student Achievement
 - Improve School Climate in Support of Teaching, Learning and Student Safety
 - Develop/Sustain Fiscal Solvency
 - 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 0410 – Nondiscrimination (revised)
- BP 0420.41 – Charter School Oversight (revised)
- BP 1312.3 – Uniform Complaint (revised)
- AR 1312.3 – Uniform Complaint (revised)
- BP 3230 – Federal Funds (new)
- AR 3230 – Federal Funds (new)
- BP 3270 – Sale and Disposal of Books, Equipment and Supplies (revised)
- BP 4151, 4251, 4351 – Employee Compensation (new)
- BP 5145.3 – Non Discrimination/Harassment (revised)
- AR 5145.3 – Non Discrimination/Harassment (revised)
- BP 5145.7 – Sexual Harassment (revised)
- BP 5145.7 – Sexual Harassment (revised)

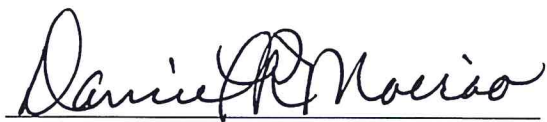
Recommendation:

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

Fiscal Impact:

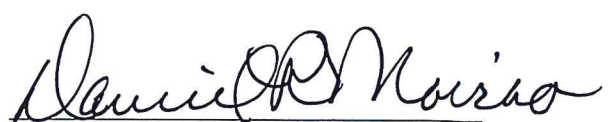
No fiscal impact

Submitted By:



Daniel R. Moirao, Ed. D.
Superintendent

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

BP 0410 Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination In District Programs And Activities

~~The Governing Board is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~(cf. 4030—Nondiscrimination in Employment)~~

~~(cf. 4032—Reasonable Accommodation)~~

~~(cf. 4119.11/4219.11/4319.11—Sexual Harassment)~~

~~(cf. 5131.2—Bullying)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~(cf. 5146—Married/Pregnant/Parenting Students)~~

~~(cf. 6145.2—Athletic Competition)~~

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

~~(cf. 6164.6—Identification and Education Under Section 504)~~

~~(cf. 6178—Career Technical Education)~~

~~(cf. 6200—Adult Education)~~

~~***Note: Government Code 11138 mandates districts to adopt rules and regulations to ensure that district programs and activities are free from unlawful discrimination. In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on race or ethnicity, nationality, sex, sexual orientation, gender, gender identity, gender expression, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. For policy language protecting students against discrimination and harassment, see BP/AR 5145.3—Nondiscrimination/Harassment and BP/AR 5145.7—Sexual Harassment.***~~

~~***Note: Education Code 260 and 5 CCR 4900-4965 require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights of the U.S. Department of Education, and the California Department of Education may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4687.***~~

~~***Note: Similarly, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment. For policy language addressing these protections as they relate to volunteers, see BP 1240—Volunteer Assistance, and in relation to employees, unpaid interns, and job applicants, see BP 4030—Nondiscrimination in~~

Employment.***

The Governing Board is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

- (cf. 1240 - Volunteer Assistance)**
- (cf. 4030 - Nondiscrimination in Employment)**
- (cf. 4032 - Reasonable Accommodation)**
- (cf. 4033 - Lactation Accommodation)**
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)**
- (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)**
- (cf. 5131.2 - Bullying)**
- (cf. 5145.3 - Nondiscrimination/Harassment)**
- (cf. 5145.7 - Sexual Harassment)**
- (cf. 5146 - Married/Pregnant/Parenting Students)**
- (cf. 6145 - Extracurricular and Cocurricular Activities)**
- (cf. 6145.2 - Athletic Competition)**
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)**
- (cf. 6164.6 - Identification and Education Under Section 504)**
- (cf. 6178 - Career Technical Education)**
- (cf. 6200 - Adult Education)**

~~***Note: Education Code 221.2-221.3 (the California Racial Mascot Act), as added by AB 30 (Ch. 767, Statutes of 2015), declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname beginning January 1, 2017. The following paragraph expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.***~~

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

~~***Note: Pursuant to Education Code 221.5, a district is required to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. See BP/AR 5145.3—Nondiscrimination/Harassment. For further information, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students and its Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination.***~~

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that

may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Annually, the ~~State Administrator~~/Superintendent or designee shall review district programs and activities to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The ~~State Administrator~~/Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the ~~State Administrator~~/Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, application form, or other recruitment materials distributed to these groups.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

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

(cf. 5145.6 - Parental Notifications)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

~~District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.~~

(cf. 6163.2 - Animals At School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

~~The State Administrator/Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.~~

~~(cf. 6020—Parent Involvement)~~

~~Individuals with disabilities shall notify the State Administrator/Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.~~

~~(cf. 9320—Meetings and Notices)~~

~~(cf. 9322—Agenda/Meeting Materials)~~

~~***Note: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice.***~~

~~***Note: In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2—Animals at School. Districts with questions about compliance with the ADA should consult with legal counsel as appropriate.***~~

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

~~***Note: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.***~~

~~***Note: In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). In effect, the district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available.***~~

~~***Note: A U.S. Department of Justice technical assistance publication, Accessibility of State and Local Government Websites to People with Disabilities, affirms that the ADA applies to district-sponsored web sites. Examples of technical standards for web site accessibility are available from the World Wide Web Consortium, California Department of Education's standards for state web sites, and other sources; see BP 1113—District and School Web Sites.***~~

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

~~***Note: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's uniform complaint procedures. The following paragraph, which identifies the person or position identified in the AR 1312.3—Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.***~~

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

**Senior Director of Human Resources
South Monterey County Joint Union High School District
800 Broadway
King City, CA 93930
831 385 0606**

~~Legal Reference:~~~~EDUCATION CODE~~~~200-262.4 Prohibition of discrimination~~~~48985 Notices to parents in language other than English~~~~51007 Legislative intent: state policy~~~~GOVERNMENT CODE~~~~11000 Definitions~~~~11135 Nondiscrimination in programs or activities funded by state~~~~11138 Rules and regulations~~~~12900-12996 Fair Employment and Housing Act~~~~54953.2 Brown Act compliance with Americans with Disabilities Act~~~~PENAL CODE~~~~422.55 Definition of hate crime~~~~422.6 Interference with constitutional right or privilege~~~~CODE OF REGULATIONS, TITLE 5~~~~4600-4687 Uniform complaint procedures~~~~4900-4965 Nondiscrimination in elementary and secondary education programs~~~~UNITED STATES CODE, TITLE 20~~~~1400-1482 Individuals with Disabilities in Education Act~~~~1681-1688 Discrimination based on sex or blindness, Title IX~~~~2301-2415 Carl D. Perkins Vocational and Applied Technology Act~~~~6311 State plans~~~~6312 Local education agency plans~~~~UNITED STATES CODE, TITLE 29~~~~794 Section 504 of the Rehabilitation Act of 1973~~~~UNITED STATES CODE, TITLE 42~~~~2000d-2000d-7 Title VI, Civil Rights Act of 1964~~~~2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended~~~~2000h-2000h-6 Title IX~~~~12101-12213 Americans with Disabilities Act~~~~CODE OF FEDERAL REGULATIONS, TITLE 28~~~~35.101-35.190 Americans with Disabilities Act~~~~36.303 Auxiliary aids and services~~~~CODE OF FEDERAL REGULATIONS, TITLE 34~~~~100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI~~~~104.1-104.39 Section 504 of the Rehabilitation Act of 1973~~~~106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:~~~~106.9 Dissemination of policy~~~~Management Resources:~~~~CSBA PUBLICATIONS~~~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014~~~~Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013~~~~Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011~~~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS~~

~~Notice of Non Discrimination, January 1999~~
~~Protecting Students from Harassment and Hate Crime, January 1999~~
~~Nondiscrimination in Employment Practices in Education, August 1991~~
~~U.S. DEPARTMENT OF JUSTICE PUBLICATIONS~~
~~2010 ADA Standards for Accessible Design, September 2010~~

~~WEB SITES~~

~~CSBA: <http://www.esba.org>~~
~~California Department of Education: <http://www.cde.ca.gov>~~
~~California Safe Schools Coalition: <http://www.casafeschools.org>~~
~~Pacific ADA Center: <http://www.adapacific.org>~~
~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>~~
~~U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:
<http://www.ada.gov>~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

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

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

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

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

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

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

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

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

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Policy

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

Philosophy, Goals, Objectives and Comprehensive Plans

Charter School Oversight

The Governing Board recognizes its ongoing responsibility to ensure that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0500 - Accountability)

~~The State Administrator/Superintendent or designee shall identify at least one staff member to serve as a contact for each charter school. (Education Code 47604.32)~~

~~The Board and State Administrator/Superintendent or designee may inspect or observe any part of the charter school at any time. The State Administrator/Superintendent or designee shall visit each charter school at least annually. (Education Code 47604.32, 47607)~~

~~***Note: Education Code 47604.32 requires the district to visit each charter school at least once every year. CSBA's publication Charter Schools: A Guide for Governance Teams recommends more frequent visits, perhaps two or three times during the school year, in order to monitor school operations more closely and develop relationships with the staff at the charter school.***~~

The Board and Superintendent or designee may inspect or observe any part of the charter school at any time. The Superintendent or designee shall visit each charter school at least annually. (Education Code 47604.32, 47607)

~~Whenever a charter school operates as or is operated by a nonprofit public benefit corporation as authorized by Education Code 47604, the State Administrator/Superintendent shall recommend and the Board shall appoint a district representative, who may be the district's charter school contact, on the corporation's board of directors.~~

~~***Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 47604, if a charter school operates as or is operated by a nonprofit public benefit corporation, the Board is entitled to a single representative on the board of directors of the nonprofit public benefit corporation. CSBA's publication Charter Schools: A Guide for Governance Teams recommends that the district consult with legal counsel and consider any potential conflict of interest that may arise from having an individual Board member vote as a member of the charter board of directors on issues on which the Board will need to provide oversight. CSBA's guide suggests that an alternative approach may be for the district to designate its charter school contact, appointed pursuant to Education Code 47604.32, to attend meetings of the charter school board.***~~

The Superintendent or designee shall attend meetings of the charter school board whenever

possible and shall periodically meet with a representative of the charter school.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the ~~State Administrator~~/Superintendent or designee shall apply for the waiver.

(cf. 1431 - Waivers)

Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.

At the request of a charter school, the ~~State Administrator~~/Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Material Revisions to Charter

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to expand operations to one or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision.

Monitoring Charter School Performance

The State Administrator/Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

~~The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and shall include, at a minimum, a consideration of whether the school is meeting its Academic Performance Index growth targets established pursuant to Education Code 52052 and is making "adequate yearly progress" (AYP) pursuant to 20 USC 6311, as applicable.~~

~~The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget; an annual update, aligned to the template adopted by the SBE, of school goals, actions, and related expenditures; first and second interim financial reports; and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)~~

~~***Note: Education Code 47605 requires that measurable student outcomes for "all groups of students served by the charter school" be included in the school's charter petition and that these outcomes be aligned with the state priorities for the local control and accountability plan (LCAP) as stated in Education Code 52060; see AR 0420.4—Charter School Authorization. Pursuant to Education Code 47607, "all groups of students served by the charter school" means all numerically significant subgroups of students served by the charter school, as defined in Education Code 52052. Education Code 52052 defines a numerically significant subgroup as a subgroup with at least 30 students (or at least 15 foster youth or homeless students) in the school, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. For schools with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction (SPI) with approval by the SBE.***~~

~~***Note: Education Code 47605 requires that the charter petition include methods for measuring the charter school's progress toward achieving student outcomes. Although the measures of the school's progress may vary, Education Code 47605 requires that charter schools conduct any statewide assessments applicable to other public schools. In addition, Education Code 47604.32 and 47604.33, as amended by SB 828 (Ch. 29, Statutes of 2016), require the district to ensure that the charter school submits an annual update of its LCAP as required by Education Code 47606.5. Education Code 47606.5 requires that the charter school's LCAP include a review of progress toward its goals, an assessment of the effectiveness of the specific actions described in the charter toward achieving the goals, and a description of changes in the specific actions that the charter school will make as a result of the review and assessment.***~~

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student

outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisorial oversight of the school. However, if the district is able to provide substantially rent-free facilities to the charter school, the district may charge actual costs of supervisorial oversight up to three percent of the charter school's revenue. (Education Code 47613)

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

~~If a charter school receiving federal Title I funding fails to make AYP, as defined pursuant to 20 USC 6311, for two or more consecutive years, the school shall be identified for program improvement and shall implement improvement strategies in accordance with 20 USC 6316.~~

(cf. 0520.2 - Title I Program Improvement Schools)

If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more student subgroups identified in Education Code 52052, or for all of the student subgroups if the school has fewer than three, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. Shall provide technical assistance to the charter school using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5
2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074

In accordance with law, the Board may deny a charter's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regards to the academic achievement of all numerically significant subgroups of students served by the charter school.

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

~~***Note: As amended by the Every Student Succeeds Act (P.L. 114-95), 20 USC 6311 provides for a new system of school support and improvement for Title I schools beginning in the 2017-18 school year. Until then, charter schools that have been identified for program improvement (PI) for failure to make "adequate yearly progress" for two or more consecutive years must continue to implement their improvement plans. However, because of the repeal of 20 USC 6316 by P.L. 114-95, schools in the second year of PI or beyond are no longer required to arrange for supplemental educational services from an approved service provider. Instead, the CDE has elected to require the provision of alternative supports, defined and administered by the school, to eligible students beginning with the 2016-17 school year; see the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016).***~~

If a charter school receiving federal Title I funding has been identified for program improvement, it shall implement improvement strategies in accordance with its existing school improvement plan.

(cf. 0520.2 - Title I Program Improvement Schools)

Complaints

Each charter school shall maintain processes to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4687, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

In the event that the Board revokes or denies renewal of a charter or the school closes for any other reason, the ~~State Administrator~~/Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The ~~State Administrator~~/Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days, if the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records.
(Education Code 47604.32; 5 CCR 11962.1)

Legal Reference:

EDUCATION CODE

~~220—Nondiscrimination~~
~~17280-17317—Field Act~~
~~17365-17374—Field Act, fitness for occupaney~~
~~35330—Field trips and excursions; student fees~~
~~38080-38086—School meals~~
~~42100—Annual statement of receipts and expenditures~~
~~44237—Criminal record summary~~
~~44830.1—Certificated employees, conviction of a violent or serious felony~~
~~45122.1—Classified employees, conviction of a violent or serious felony~~
~~46201—Instructional minutes~~
~~47600-47616.7—Charter Schools Act of 1992~~
~~47634.2—Nonclassroom based instruction~~
~~47640-47647—Special education funding for charter schools~~
~~48000—Minimum age of admission for kindergarten; transitional kindergarten~~
~~48010-48011—Minimum age of admission (first grade)~~
~~48907—Students' exercise of free expression; rules and regulations~~
~~48950—Student speech and other communication~~
~~49061—Student records~~
~~49110—Authority of issue work permits~~
~~49475—Health and safety, concussions and head injuries~~
~~51745-51749.3—Independent study~~
~~52051.5-52052—Academic performance index, applicability to charter schools~~
~~52060-52077—Local control and accountability plans~~
~~52075—Uniform complaint procedures~~
~~56026—Special education~~
~~56145-56146—Special education services in charter schools~~
~~60600-60649—Assessment of academic achievement~~
~~60850-60859—High school exit examination~~
CORPORATIONS CODE
~~5110-6910—Nonprofit public benefit corporations~~
GOVERNMENT CODE
~~3540-3549.3—Educational Employment Relations Act~~
~~54950-54963—The Ralph M. Brown Act~~
LABOR CODE
~~1198.5—Personnel records related to performance and grievance~~
PENAL CODE

667.5 Definition of violent felony
1192.7 Definition of serious felony
CALIFORNIA CONSTITUTION
Article 9, Section 5—Common school system
CODE OF REGULATIONS, TITLE 5
4600-4687—Uniform complaint procedures
11700.1-11705—Independent study
11960-11969—Charter schools
CODE OF REGULATIONS, TITLE 24
101 et seq.—California Building Standards Code
UNITED STATES CODE, TITLE 20
6311—Adequate yearly progress
6319—Qualifications of teachers and paraprofessionals
7223-7225—Charter schools
CODE OF FEDERAL REGULATIONS, TITLE 34
200.1-200.78—Accountability
300.18—Highly qualified special education teachers
COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 Ops. Cal. Atty. Gen. 166 (2006)

80 Ops. Cal. Atty. Gen. 52 (1997)

78 Ops. Cal. Atty. Gen. 297 (1995)

CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS

Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

———Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 11-01, November 9, 2011

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program: Title V, Part B of the ESEA, April 2011

The Impact of the New Title I Requirements on Charter Schools, July 2004

WEB SITES

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

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

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

Legal Reference:

EDUCATION CODE

215 Suicide prevention policy
 220 Nondiscrimination
 221.9 Sex equity in competitive athletics
 222 Lactation accommodations for students
 17280-17317 Field Act
 17365-17374 Field Act, fitness for occupancy
 35330 Field trips and excursions; student fees
 38080-38086 School meals
 39831.3 Transportation safety plan
 39843 Disciplinary action against bus driver; report to Department of Motor Vehicles
 42100 Annual statement of receipts and expenditures
 44030.5 Reporting change in employment status due to alleged misconduct
 44237 Criminal record summary
 44691 Information on detection of child abuse
 44830.1 Certificated employees, conviction of a violent or serious felony
 45122.1 Classified employees, conviction of a violent or serious felony
 47600-47616.7 Charter Schools Act of 1992
 47634.2 Nonclassroom-based instruction
 47640-47647 Special education funding for charter schools
 48000 Minimum age of admission for kindergarten; transitional kindergarten
 48010-48011 Minimum age of admission (first grade)
 48850-48859 Educational placement of foster youth and homeless students
 48907 Students' exercise of free expression; rules and regulations
 48950 Student speech and other communication
 49011 Student fees
 49061 Student records
 49110 Authority of issue work permits
 49414 Epinephrine auto-injectors
 49475 Health and safety, concussions and head injuries
 51224.7 Mathematics placement policy
 51225.6 Instruction in cardiopulmonary resuscitation
 51745-51749.3 Independent study
 52051.5-52052 Academic performance index, applicability to charter schools
 52060-52077 Local control and accountability plans
 52075 Uniform complaint procedures
 56026 Special education
 56145-56146 Special education services in charter schools
 60600-60649 Assessment of academic achievement
 60850-60859 High school exit examination
 69432.9 Cal Grant program; notification of grade point average

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

3540-3549.3 Educational Employment Relations Act

81000-91014 Political Reform Act of 1974

HEALTH AND SAFETY CODE

104420 Tobacco Use Prevention Education grant program

104559 Tobacco-free schools

LABOR CODE

1198.5 Personnel records related to performance and grievance

PENAL CODE

667.5 Definition of violent felony

1192.7 Definition of serious felony

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

Article 16, Section 8.5 Public finance; school accountability report card

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

11700.1-11705 Independent study

11960-11969 Charter schools

15497.5 Local control and accountability plan template

CODE OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code

UNITED STATES CODE, TITLE 20

6311 State plan

7221-7221j Charter schools

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 Accountability

COURT DECISIONS

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Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No.

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California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>
National Association of Charter School Authorizers: <http://www.qualitycharters.org>
U.S. Department of Education: <http://www.ed.gov>

(3/12) 10/13

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

Community Relations

Uniform Complaint Procedures

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

~~1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)~~

~~(cf. 3553—Free and Reduced Price Meals)
 (cf. 3555—Nutrition Program Compliance)
 (cf. 5141.4—Child Abuse Prevention and Reporting)
 (cf. 5148—Child Care and Development)
 (cf. 6159—Individualized Education Program)
 (cf. 6171—Title I Programs)
 (cf. 6174—Education for English Language Learners)
 (cf. 6175—Migrant Education Program)
 (cf. 6178—Career Technical Education)
 (cf. 6178.1—Work Based Learning)
 (cf. 6178.2—Regional Occupational Center/Program)
 (cf. 6200—Adult Education)~~

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

**(cf. 3553 - Free and Reduced Price Meals)
 (cf. 3555 - Nutrition Program Compliance)
 (cf. 5141.4 - Child Abuse Prevention and Reporting)
 (cf. 5148 - Child Care and Development)
 (cf. 5148.2 - Before/After School Programs)**

- (cf. 6159 - Individualized Education Program)**
- (cf. 6171 - Title I Programs)**
- (cf. 6174 - Education for English Language Learners)**
- (cf. 6175 - Migrant Education Program)**
- (cf. 6178 - Career Technical Education)**
- (cf. 6178.1 - Work-Based Learning)**
- (cf. 6178.2 - Regional Occupational Center/Program)**
- (cf. 6200 - Adult Education)**

~~2. — Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610)~~

~~(cf. 0410 — Nondiscrimination in District Programs and Activities)~~

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

- (cf. 0410 - Nondiscrimination in District Programs and Activities)**
- (cf. 5145.3 - Nondiscrimination/Harassment)**
- (cf. 5145.7 - Sexual Harassment)**

- ~~(cf. 4030 — Nondiscrimination in Employment)~~
- ~~(cf. 4031 — Complaints Concerning Discrimination in Employment)~~
- ~~(cf. 5145.3 — Nondiscrimination/Harassment)~~
- ~~(cf. 5145.7 — Sexual Harassment)~~

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code **51228.3**)

(cf. 6152 - Class Assignment)

9. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this

policy

10. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The ~~State Administrator~~/Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the ~~State Administrator~~/Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The ~~State Administrator~~/Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The ~~State Administrator~~/Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.
(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the

specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(1/13 10/14) 7/15

Legal Reference:

~~EDUCATION CODE~~

~~200-262.4 Prohibition of discrimination~~

~~222 Reasonable accommodations; lactating students~~

~~8200-8498 Child care and development programs~~

~~8500-8538 Adult basic education~~

~~18100-18203 School libraries~~

~~32289 School safety plan, uniform complaint procedures~~

~~35186 Williams uniform complaint procedures~~

~~48853-48853.5 Foster youth~~

~~48985 Notices in language other than English~~

~~49010-49013 Student fees~~

~~49060-49079 Student records~~

~~49069.5 Rights of parents~~

~~49490-49590 Child nutrition programs~~

~~51210 Courses of study grades 1-6~~

~~51223 Physical education, elementary schools~~

~~51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements~~

~~51228.1-51228.3 Course periods without educational content~~

~~52060-52077 Local control and accountability plan, especially~~
~~52075 Complaint for lack of compliance with local control and accountability plan requirements~~
~~52160-52178 Bilingual education programs~~
~~52300-52490 Career technical education~~
~~52500-52616.24 Adult schools~~
~~52800-52870 School-based program coordination~~
~~54400-54425 Compensatory education programs~~
~~54440-54445 Migrant education~~
~~54460-54529 Compensatory education programs~~
~~56000-56867 Special education programs~~
~~59000-59300 Special schools and centers~~
~~64000-64001 Consolidated application process~~
 GOVERNMENT CODE
~~11135 Nondiscrimination in programs or activities funded by state~~
~~12900-12996 Fair Employment and Housing Act~~
 PENAL CODE
~~422.55 Hate crime; definition~~
~~422.6 Interference with constitutional right or privilege~~
 CODE OF REGULATIONS, TITLE 5
~~3080 Application of section~~
~~4600-4687 Uniform complaint procedures~~
~~4900-4965 Nondiscrimination in elementary and secondary education programs~~
 UNITED STATES CODE, TITLE 20
~~1221 Application of laws~~
~~1232g Family Educational Rights and Privacy Act~~
~~1681-1688 Title IX of the Education Amendments of 1972~~
~~6301-6577 Title I basic programs~~
~~6801-6871 Title III language instruction for limited English proficient and immigrant students~~
~~7101-7184 Safe and Drug-Free Schools and Communities Act~~
~~7201-7283g Title V promoting informed parental choice and innovative programs~~
~~7301-7372 Title V rural and low income school programs~~
~~12101-12213 Title II equal opportunity for individuals with disabilities~~
 UNITED STATES CODE, TITLE 29
~~794 Section 504 of Rehabilitation Act of 1973~~
 UNITED STATES CODE, TITLE 42
~~2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended~~
~~2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964~~
~~6101-6107 Age Discrimination Act of 1975~~
 CODE OF FEDERAL REGULATIONS, TITLE 28
~~35.107 Nondiscrimination on basis of disability; complaints~~
 CODE OF FEDERAL REGULATIONS, TITLE 34
~~99.1-99.67 Family Educational Rights and Privacy Act~~
~~100.3 Prohibition of discrimination on basis of race, color or national origin~~
~~104.7 Designation of responsible employee for Section 504~~

~~106.8 Designation of responsible employee for Title IX~~
~~106.9 Notification of nondiscrimination on basis of sex~~
~~110.25 Notification of nondiscrimination on the basis of age~~

Management Resources:

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

~~Dear Colleague Letter: Title IX Coordinators, April 2015~~

~~Questions and Answers on Title IX and Sexual Violence, April 2014~~

~~Dear Colleague Letter: Bullying of Students with Disabilities, August 2013~~

~~Dear Colleague Letter: Sexual Violence, April 2011~~

~~Dear Colleague Letter: Harassment and Bullying, October 2010~~

~~Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001~~

~~U.S. DEPARTMENT OF JUSTICE PUBLICATIONS~~

~~Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002~~

WEB SITES

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

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

~~Family Policy Compliance Office: <http://familypolicy.ed.gov>~~

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>~~

~~U.S. Department of Justice: <http://www.justice.gov>~~

———(10/14 7/15) 3/16

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based program coordination
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
PENAL CODE
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422.6 Interference with constitutional right or privilege
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3080 Application of section
4600-4687 Uniform complaint procedures
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1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
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104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

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Dear Colleague Letter: Harassment and Bullying, October 2010

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Other Students, or Third Parties, January 2001**

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

**Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition
Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002**

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

(7/15 3/16) 9/16

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

Community Relations

Uniform Complaint Procedures

Except as the Governing Board may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4031 - Complaints Concerning Discrimination in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

Senior Director of Human Resources
800 Broadway
King City, Ca 93930
831 385 0606

The compliance officer who receives a complaint may assign another compliance officer to investigate the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is designated to investigate the complaint.

In no instance shall a compliance officer be designated to investigate a complaint if he/she is mentioned in the complaint or has a conflict of interest that would prohibit him/her from fairly investigating the complaint. Any complaint filed against or implicating a compliance officer may be filed with the ~~State Administrator~~/Superintendent or designee.

The ~~State Administrator~~/Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the

program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the ~~State Administrator~~/Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the ~~State Administrator~~/Superintendent, the ~~State Administrator~~/Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)

Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Sr. Director of Human Resources
800 Broadway Street
King City, CA 93930
831-385-0606, extension 4305

The ~~State Administrator~~/Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the ~~State Administrator~~/Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and

offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 3260 - Fees and Charges)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The ~~State Administrator~~/Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable

3. Advise the complainant of the appeal process pursuant to Education Code 262.3, including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline
 - c. A complaint alleging retaliation, unlawful discrimination, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination. The time for filing may be extended for up to 90 days by the ~~State Administrator~~/Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
 - d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.**
 - e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.**

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation reveals that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
 - f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
 - g. The Board is required to adopt and annually update a local control and accountability plan (LCAP), in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

(cf. 0460 - Local Control and Accountability Plan)
 - ~~h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in~~

ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

~~***Note: Items #4h and i below reflect Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015). Pursuant to Education Code 48853.5, as amended, the CDE is required to develop a standardized notice of the rights of foster youth in consultation with the California Foster Youth Education Task Force, and to make it available for dissemination by posting it on its Internet Web site.***~~

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

i. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

(cf. 5145.6 - Parental Notifications)

l. Copies of the district's uniform complaint procedures are available free of charge.

Procedures

District Responsibilities

~~The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs or has committed unlawful discrimination.~~

~~All UCP-related complaints shall be investigated and resolved within 60 days of the receipt of the complaint. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.~~

~~All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.~~

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaint

~~The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.~~

~~All complaints shall be filed in accordance with the following:~~

~~1. — A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)~~

~~2. — Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. (Education Code 49013, 52075)~~

~~3. — A complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may be filed only by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. The time for filing may be extended for up to 90 days by the State Administrator/Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)~~

~~4. — When a complaint alleging unlawful discrimination or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.~~

~~5. — When the complainant or alleged victim of unlawful discrimination or bullying requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.~~

~~6. — If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)~~

~~***Note: Complaints filed under the UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3—Nondiscrimination/Harassment and AR 5145.7—Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, he/she must notify a compliance officer. A district may also establish a site level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.***~~

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations

governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)

~~***Note: Education Code 49013 mandates districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees. Pursuant to Education Code 52075, anonymous complaints are permitted with regards to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.***~~

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

~~***Note: OCR's Revised Sexual Harassment Guidance, Dear Colleague Letter: Sexual Violence, and Questions and Answers on Title IX and Sexual Violence indicate that if a complainant in a sexual harassment case requests that his/her name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. However, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. This principle would also apply to harassment on other bases, such as race, gender, or disability.***~~

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the

district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

~~***Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.***~~

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be

presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation, shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To resolve a complaint alleging retaliation, unlawful discrimination, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Final Written Decision

~~The district's decision shall be in writing and shall be sent to the complainant. (5 CCR 4631)
In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected.~~

~~If the complaint involves a limited English proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In other~~

all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

~~***Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., a stay away order), FPCO interprets FERPA as allowing the district to disclose that information.***~~

~~***Note: Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.***~~

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

~~***Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.***~~

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination, including discriminatory harassment, intimidation, or bullying, the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination, including remedies offered or provided to the subject of the complaint

c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the ~~State Administrator~~/Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

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Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies, training for faculty, staff, and students, updates to school policies, or school climate surveys. For complaints involving retaliation, unlawful discrimination, or bullying, appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does

not penalize the victim

7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation, unlawful discrimination, or bullying, appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, including discriminatory harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, such remedies, where applicable, shall include reasonable efforts to ensure full reimbursement to affected students and parents/guardians. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

~~***Note: Pursuant to 5 CCR 4632-4633, an appeal to the CDE is only available to a complainant who is dissatisfied with the district's decision. However, the OCR has recommended that the district extend the same right to a respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) who is dissatisfied with the district's decision, to ensure fairness for all parties involved.***~~

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the State Administrator/Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

~~***Note: The CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant alleges that he/she would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.***~~

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Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: November 9, 2016
Adopted: King City, California

Business and Noninstructional Operations

Federal Grant Funds

~~***Note: All grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants, are subject to the requirements contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII.***~~

~~***Note: The Uniform Guidance, adopted in December 2014, includes new provisions but primarily consolidates guidance from earlier OMB circulars.***~~

~~***Note: Pursuant to 2 CFR 200.110, as amended by 80 Fed. Reg. 54407, the Uniform Guidance applies to all new and continuing grant awards made on or after December 26, 2014, except that districts may choose to delay implementation of the new procurement standards until July 1, 2017 or such later date as may be approved in the Uniform Guidance. See the accompanying administrative regulation for optional language accepting the delayed implementation.***~~

~~***Note: Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is mandated to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. In addition to the following policy, it is recommended that districts maintain a detailed administrative regulation or procedures manual addressing the mandated components.***~~

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327

and 200.328

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

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

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

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

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

~~***Note: Pursuant to 2 CFR 200.328, districts must submit performance reports at the interval required by the awarding agency, which shall be at least annually but no more often than quarterly except in unusual circumstances. The district may request an extension of the due date for any performance report for justifiable reasons.***~~

~~***Note: In addition, the California Department of Education (CDE) is required under Education Code 64001 to monitor districts' compliance with legal requirements for federal categorical programs. This monitoring is accomplished through the Federal Program Monitoring process, which is based on a combination of data and document reviews and on-site visits. For further information, see the CDE's web site and BP 6190—Evaluation of the Instructional Program.***~~

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

WEB SITES

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

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance:

https://www.whitehouse.gov/omb/grants_docs

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): www.sam.gov/portal/SAM/###11

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

U.S. Government Accountability Office: <http://www.gao.gov>

9/16

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2015

Adopted:

King City, California

Business and Noninstructional Operations

Federal Grant Funds

~~***Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, which governs the use of federal formula and discretionary grant funds awarded to districts.***~~

~~***Note: Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is mandated to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.***~~

Allowable Costs

~~***Note: 2 CFR 200.302 mandates that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.***~~

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure of federal funds in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

~~***Note: Pursuant to Education Code 42126 which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures. In March 2016, the State Board of Education approved recommended changes to the California School Accounting Manual that reflect the Uniform Guidance.***~~

The Superintendent or designee shall review and approve all transactions involving federal grant

funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

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

Period of Performance

~~***Note: Pursuant to 2 CFR 200.343, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.***~~

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

~~***Note: 2 CFR 200.110, as amended by 80 Fed. Reg. 54407, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2017 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are mandated to document this decision in their procurement policies, as provided in the following paragraph. Other districts should delete the date in the following paragraph.***~~

On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement of goods and services.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

~~***Note: 2 CFR 200.318 mandates that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out the procurement~~

process.***

~~***Note: The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.***~~

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

~~***Note: 2 CFR 200.67 permits districts to establish simplified procurement procedures for "micro-purchases," defined, as described in item #1 below. Pursuant to 48 CFR 2.101, the threshold for such purchases is \$3,500 except as otherwise specified, and will be periodically adjusted for inflation. Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.***~~

~~***Note: The "small purchases" limit under the Uniform Guidance (item #2 below) is \$150,000. However, the more restrictive California bid limits and district procurement policies must be applied to define the "small purchase" requirements.***~~

~~***Note: Any purchases above the California bid limits (see BP/AR 3311 - Bids) must follow California law.***~~

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other

factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

~~***Note: 2 CFR 200.213 restricts districts from procuring goods or services from entities that have been suspended or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management web site to determine whether a particular entity has been excluded.***~~

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

~~***Note: 2 CFR 200.319 mandates that districts have written procedures for procurement transactions that include the following components.***~~

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the

contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

~~***Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, inventory, and continued use of the equipment after the program continues to be supported by federal funds.***~~

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

~~***Note: 2 CFR 200.318 mandates that districts maintain written standards of conduct covering conflicts of interest and the performance of employees engaged in the selection, award, and administration of contracts.***~~

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

~~***Note: Pursuant to 2 CFR 200.302, districts are mandated to develop written procedures to implement the requirements of 2 CFR 200.305.***~~

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

~~***Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.***~~

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

~~***Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.***~~

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

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

Audits

~~***Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. The USDOE's Questions and Answers Regarding 2 CFR Part 200 confirms that compliance with the audit requirements in the Uniform Guidance (2 CFR 200.500-200.521) must begin with the audit of the district's first fiscal year starting on or after December 26, 2014. Thus, for districts whose fiscal year begins on July 1, the first audit subject to the Uniform Guidance would be for the fiscal year ending June 30, 2016. Pursuant to 2 CFR 200.512, the audit must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. For fiscal year ending June 30, 2016, the latest deadline is March 31, 2017.***~~

~~***Note: Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513.***~~

~~***Note: District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460—Financial Reports and Accountability for further information about audit requirements.***~~

~~***Note: Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.***~~

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

9/16

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

Business and Noninstructional Operations

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

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

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

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

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

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

(cf. 9323.2 - Actions by the Board)

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

1. Contain information rendered inaccurate or incomplete by new research or technologies
2. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy

3. Are damaged beyond use or repair

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

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

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

(cf. 3440 - Inventories)

(cf. 3230 - Federal Grant Funds)

(cf. 3440 - Inventories)

Legal Reference:

EDUCATION CODE

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

~~17545-17555 Sale of personal property~~

~~35168 Inventory, including record of time and mode of disposal~~

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

GOVERNMENT CODE

~~25505 District property; disposition; proceeds~~

CODE OF REGULATIONS, TITLE 5

~~3944 Consolidated categorical programs, district title to equipment~~

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

UNITED STATES CODE, TITLE 40

~~549 Surplus property~~

CODE OF FEDERAL REGULATIONS, TITLE 34

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~California School Accounting Manual~~

~~Standards for Evaluating Instructional Materials for Social Content, 2013~~

WEB SITES

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

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

Legal Reference:

EDUCATION CODE

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

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

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

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

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

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

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

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

(6/96 11/09) 10/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

Personnel

Employee Compensation

~~***Note: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.***~~

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

- (cf. 3100 - Budget)
- (cf. 3400 - Management of Districts Assets/Accounts)
- (cf. 4000 - Concepts and Roles)
- (cf. 4154/4254/4354 - Health and Welfare Benefits)

~~***Note: Education Code 45023 and 45162 require the Governing Board to adopt salary schedules for certificated and classified employees, respectively. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule for classified employees to the Board for approval and that the Board may not amend the schedule without first giving the commission an opportunity to respond to the amendments.***~~

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162)

- (cf. 4121 - Temporary/Substitute Personnel)
- (cf. 4141/4241 - Collective Bargaining Agreement)
- (cf. 4143/4243 - Negotiations/Consultation)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for years of training and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

- (cf. 4030 - Nondiscrimination in Employment)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

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

(cf. 4312.1 - Contracts)

~~***Note: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. The Board may also choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments instead of by the school month. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, whether or not the employees are engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.***~~

~~***Note: Pursuant to 26 CFR 1.409A-1, the practice of paying employees who work 10 months per year is a form of "deferred compensation." If the district allows employees to "elect" whether to receive their paychecks in such a manner, then according to the IRS, such employees must submit written election forms to the district in order to avoid any additional tax on the deferred compensation. If the district requires employees to receive their paychecks in such a manner without offering them an option, then the employees do not need to complete election forms, but the district must develop a written document describing how the employees will be paid, including the dates, schedule, and amounts of payment.***~~

~~***Note: Education Code 45048 and 45165 provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.***~~

~~***Note: The following paragraph may be revised to reflect the payroll schedule determined by the Board.***~~

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

~~***Note: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (29 USC 201-219) in a conspicuous place at all work sites. The poster that must be used by state and local governments is available on the web site of the U.S. Department of Labor's Wage and Hour Division.***~~

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

~~***Note: Pursuant to the federal Fair Labor Standards Act (FLSA) (29 CFR 553.20), employees who are not specifically exempted by law must receive overtime pay at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of 40 hours per work-~~

~~week. Furthermore, state law (Labor Code 510) entitles employees to an overtime pay rate after working eight hours in one day, unless an alternative schedule allowed by law is approved.***~~

~~***Note: Pursuant to 29 CFR 541.0-541.710, employees are exempt from the FLSA overtime rules if they are executive, administrative, or professional staff, as defined, and their salary is at or above the salary level established in 29 CFR 541.600, as amended by 81 Fed. Reg. 32391. This salary level will automatically be updated every three years beginning January 1, 2020 according to the method specified in 29 CFR 541.607. Because the federal salary limit qualifying for exemption is higher than the California salary test, the federal limit prevails.***~~

~~***Note: When calculating the overtime rate of pay, 29 USC 207 requires that all remuneration for employment paid to or on behalf of the employee, with specified exclusions, be considered as part of the employee's regular rate of pay. In Flores v. City of San Gabriel, the appeals court ruled that cash payments made in lieu of benefits must be included in the calculation.***~~

~~***Note: Overtime pay requirements are not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school to be exempt from overtime rules.***~~

A district employee shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations. (Labor Code 510; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

~~***Note: The following optional paragraph is for use by districts that allow employees to take compensatory time off in lieu of overtime compensation as authorized by 29 USC 207 and 29 CFR 553.20-553.25. Time off in lieu of overtime compensation is allowed only if provided for in a collective bargaining agreement or other agreement and must be provided at the rate of at least one and one-half hours for each hour of overtime work.***~~

~~***Note: Pursuant to 29 CFR 553.21, an employee must be allowed to use earned compensatory time within a "reasonable period" after making the request. 29 CFR 553.25 provides that a "reasonable period" is determined on a case-by-case basis by considering customary work practices such as the normal work schedule, anticipated peak workloads based on past experience, emergency requirements for staff and services, and the availability of qualified substitute staff.***~~

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided he/she has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations. (29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Legal Reference:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

WEB SITES

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

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

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

U.S. Department of Labor, Wage and Hour Division: <https://www.dol.gov/whd>

(2/97 7/08) 10/16

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

BP 5145.3 Students

Nondiscrimination/Harassment

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

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

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any individual who files or otherwise participates in the filing or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The ~~State Administrator~~/Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

(cf. 1240 - Volunteer Assistance)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21- Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

~~***Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect district practice.***~~

~~***Note: In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing~~

~~discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program.***~~

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 1330 - Use of Facilities)
- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

- (cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

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

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

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

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

(2/14 10/14) 9/16

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination~~

~~48900.3 Suspension or expulsion for act of hate violence~~

~~48900.4 Suspension or expulsion for threats or harassment~~

~~48904 Liability of parent/guardian for willful student misconduct~~

~~48907 Student exercise of free expression~~

~~48950 Freedom of speech~~

~~48985 Translation of notices~~

~~49020-49023 Athletic programs~~

~~51500 Prohibited instruction or activity~~

~~51501 Prohibited means of instruction~~

~~60044 Prohibited instructional materials~~

CIVIL CODE

~~1714.1 Liability of parents/guardians for willful misconduct of minor~~

PENAL CODE

~~422.55 Definition of hate crime~~

~~422.6 Crimes, harassment~~

CODE OF REGULATIONS, TITLE 5

~~432 Student record~~
~~4600-4687 Uniform complaint procedures~~
~~4900-4965 Nondiscrimination in elementary and secondary education programs~~
~~UNITED STATES CODE, TITLE 20~~
~~1681-1688 Title IX of the Education Amendments of 1972~~
~~12101-12213 Title II equal opportunity for individuals with disabilities~~
~~UNITED STATES CODE, TITLE 29~~
~~794 Section 504 of Rehabilitation Act of 1973~~
~~UNITED STATES CODE, TITLE 42~~
~~2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended~~
~~2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964~~
~~6101-6107 Age Discrimination Act of 1975~~
~~CODE OF FEDERAL REGULATIONS, TITLE 28~~
~~35.107 Nondiscrimination on basis of disability; complaints~~
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~
~~100.3 Prohibition of discrimination on basis of race, color or national origin~~
~~104.7 Designation of responsible employee for Section 504~~
~~106.8 Designation of responsible employee for Title IX~~
~~106.9 Notification of nondiscrimination on basis of sex~~
~~COURT DECISIONS~~
~~Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567~~
~~Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130~~

~~Management Resources:~~

~~CSBA PUBLICATIONS~~

~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014~~
~~Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014~~
~~Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011~~

~~FIRST AMENDMENT CENTER PUBLICATIONS~~

~~Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006~~

~~NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS~~

~~Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004~~

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

~~Dear Colleague Letter: Harassment and Bullying, October 2010~~

~~Notice of Non-Discrimination, January 1999~~

~~WEB SITES~~

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

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

~~California Safe Schools Coalition: <http://www.casafeschools.org>~~

~~First Amendment Center: <http://www.firstamendmentcenter.org>~~

~~National School Boards Association: <http://www.nsba.org>~~

BP 5145.3 (g)

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>~~

(4/13 2/14) 10/14

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

First Reading: November 9, 2016

Adopted:

King City, California

Students

Nondiscrimination/Harassment

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Sr. Director of Human Resources
800 Broadway
King City, CA
831 385 0606

Measures to Prevent Discrimination

To prevent discrimination, harassment, intimidation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

3. Provide to employees, volunteers, and parents/guardians training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, harassment, intimidation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy and of the opportunity to inform the Coordinator whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Coordinator shall meet with the student and/or parent/guardian to determine how best to accommodate the student.

(cf. 5145.6 - Parental Notifications)

4. The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

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

(cf. 5144 - Discipline)

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

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

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

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

~~***Note: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice and is consistent with OCR recommendation.***~~

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Grievance Procedures (moved from Board Policy 5145.3)

Any student subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The ~~State Administrator~~/Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other **location that is easily accessible to students**.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)
(cf. 6163.4 - Student Use of Technology)

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Transgender and Gender-Nonconforming Students

Gender identity means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the physical, emotional, and other significant risks to the student, the compliance officer may consider discussing with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.

3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting

his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. If available and requested by any student, regardless of the underlying reason, the district shall offer options to address privacy concerns in sex-segregated facilities, such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

(2/14) 10/14

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

Students

Sexual Harassment

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

~~***Note: OCR's January 2001 Revised Sexual Harassment Guidance and 2011 Dear Colleague Letter: Sexual Violence note that, regardless of whether a harassed student, his/her parent/guardian, or a third party files a complaint under the district procedures or otherwise requests action on the student's behalf, a school that knows, or reasonably should know, about possible harassment must promptly take action to determine what occurred and then take appropriate steps to resolve the situation. Even where a parent/guardian or student does not wish to disclose the student's identity, there are steps a school can take to limit the effects of alleged harassment and prevent its recurrence without initiating formal action. Such steps may include limited investigative activities and actions to protect the complainant and the school community and prevent recurrence while keeping the identity of the complainant confidential. These actions may include providing services to the complainant, such as counseling services; providing increased monitoring, supervision, or security at locations or activities where the misconduct occurred; providing training and education materials for students and employees; or changing and publicizing the school's policies on sexual violence. OCR has indicated that the principles in its Revised Sexual Harassment Guidance also apply to harassment based on race, color, national origin, disability, or age.***~~

~~***Note: It is also important to note that a referral to law enforcement does not relieve a school district of its responsibility to investigate the complaint as a matter of sex discrimination.***~~

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult **who has experienced off-campus sexual harassment that has a continuing effect on campus** to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer.

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

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

~~Complaints regarding sexual harassment shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3—Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~The State Administrator/Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.~~

Instruction/Information

~~The State Administrator/Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:~~

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
- 5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students**
6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable

~~***Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR restates the-~~

~~requirement that a district's procedure for investigating sexual harassment complaints must be widely disseminated and be written in language appropriate to the age of the school's students.— Examples include having copies of the procedure available throughout the school, publishing the procedure in the student handbook, and identifying individuals who can explain the procedure.***~~

8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

Disciplinary Actions

Any student who engages in sexual harassment or sexual violence at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

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

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

Any staff member found to have engaged in sexual harassment or sexual violence toward any student shall be subject to discipline up to and including dismissal in accordance with applicable policies, laws, and/or collective bargaining agreements.

(cf. 4117.4 - Dismissal)

(cf. 4117.7 - Employment Status Report)

(cf. 4118 - Suspension/Disciplinary Action)

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

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

Complaint Process and Disciplinary Actions

~~***Note:— Pursuant to Education Code 231.5, the district's policy must contain information on where to obtain a specific procedure for reporting incidents of sexual harassment and pursuing available remedies.— In addition, 34 CFR 106.8 requires a district to adopt and publish a complaint procedure providing for a prompt and equitable resolution of student complaints alleging sexual harassment. To avoid confusion that may arise from having a multiplicity of complaint processes for resolving a variety of student complaints, it is recommended that districts use the UCP to investigate and resolve sexual harassment complaints involving students. See AR 1312.3— Uniform Complaint Procedures for details of these procedures.***~~

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

~~***Note: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. Education Code 48900.2 also requires the sexual harassment, when considered from the perspective of a reasonable person of the same gender as the alleged victim, to be sufficiently severe or pervasive as to have a negative impact upon the alleged victim's academic performance or to create an intimidating, hostile, or offensive educational environment for the alleged victim. Under OCR's 2001 Revised Sexual Harassment Guidance interpreting Title IX, a hostile environment is created when the conduct is sufficiently serious that it denies or limits a student's ability to participate in or benefit from the school's program based on sex. OCR considers the conduct from both the subjective perspective of the individual who was harassed and from the perspective of a reasonable person with the same characteristics as the alleged victim. Districts should also note that Education Code 48915(e) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.***~~

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

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

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

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

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

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

Record-Keeping

The ~~State Administrator~~/Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

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

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

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

(3/09 3/12) 10/14

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

Students

Sexual Harassment

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Senior Director, Human Resources
800 Broadway
King City, CA 93930
831 385 0606
carellano@smcjuhsd.org

(cf. 1312.3 - Uniform Complaint Procedures)

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. **Electronic communications containing comments, words, or images described above**

Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/she has been subjected to sexual harassment or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee.

When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

When a report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures.

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

Response Pending Investigation

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. Such measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, including school web sites (Education Code 231.5) A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

(cf. 1113 - District and School Web Sites)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

5. Be included in the student handbook

6. Be provided to employees and employee organizations
(3/09 3/12) 10/14

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: November 9, 2016

Adopted:

King City, California

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

SUBJECT: Approval of Agreement Between SMCJUHSD and
Hartnell Community College

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The agreement with Hartnell Community College is for our Salinas Valley Adult Education Consortium block grant that funds our adult education courses. For this grant Hartnell Community College is the fiscal agent.

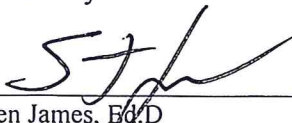
Recommendation:

It is recommended that the Board of Education approve the agreement between Hartnell Community College and SMCJUHSD to provide adult education courses for our educational community.

Fiscal Impact:

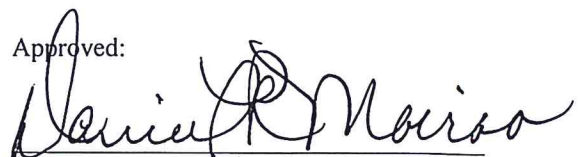
The district receives \$78,500 from the grant to fund our adult education courses.

Submitted By:



Steven James, Ed.D.
Director of Alternative Placement for Student Success

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

AGREEMENT BETWEEN
HARTNELL COMMUNITY COLLEGE DISTRICT and
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT,
MEMBERS OF THE SALINAS VALLEY ADULT EDUCATION CONSORTIUM

This Agreement is entered into this October 1, 2016, by and between HARTNELL COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District" or "Fiscal Agent," and SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "Subrecipient."

WHEREAS: The Subrecipient is an official voting Member District of the Salinas Valley Adult Education Consortium (SVAEC or "the Consortium") and thus a participant in the development, implementation, and assessment of the Consortium's regional adult education plans (including the SVAEC Three-Year Regional Adult Education Plan and Annual Plans, together "Plans"); and

WHEREAS: The Subrecipient is eligible to receive annual and one-time Adult Education Block Grant (AEBG) funding from the State of California ("the State") for the development, implementation, and assessment of the Consortium's Plans, in accordance with California Assembly Bill 104, AEBG Program guidelines, and the Consortium's Bylaws and Plans; and

WHEREAS: The District and the Subrecipient, together with all of the Consortium's Member Districts, have agreed that the District shall serve as the Fiscal Agent for the Consortium, the primary function of which is to receive AEBG funds from the State and the subsequently distribute those funds to Member Districts, including the Subrecipient, in accordance with the approved Consortium allocation schedules; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, and stipulations hereinafter, expressed and intending to be legally bound, and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. **SCOPE OF WORK.** District hereby engages Subrecipient to perform and Subrecipient hereby agrees to perform the services described in detail in Exhibit A "Scope of Work" attached hereto and incorporated herein by this reference. Services to be provided are generally described as follows:

- 1.1. Subrecipient will implement activities and services that result in the improvement and expansion of adult education services within the region represented by the Salinas Valley Adult Education Consortium (SVAEC or "the Consortium"). Subrecipient will participate in the development of regional adult education plans and fulfill other responsibilities of SVAEC Member Districts. Subrecipient shall report all activities, expenditures, and progress.
- 1.2. These activities, funded by the Consortium's Adult Education Block Grant (AEBG) allocations from the State of California, shall be in compliance and alignment with relevant education code and legislation, specifically California Assembly Bill 104; Adult

Education Block Grant (AEBG) Program guidelines and requirements; and the SVAEC Three-Year Regional Adult Education Plan and the SVAEC 2015-16, 2016-17, and 2017-18 Annual Plans. The activities and services shall be approved by the SVAEC Member Districts, per the Consortium's bylaws and State guidelines and requirements, and by the State AEBG Office, led jointly by the California Community Colleges Chancellor's Office (CCCCO) and the California Department of Education (CDE).

1.3. The activities and services to be performed by the Subrecipient are outlined in Exhibit A. The Scope of Work is subject to change if/when changes are made to the SVAEC Three-Year Regional Adult Education Plan, the SVAEC Annual Plans, the SVAEC bylaws, AEBG Program guidelines and requirements, or State legislation.

1.4. Subrecipient may be reimbursed retroactively for activities within the scope of work performed between July 1, 2016 and December 31, 2019.

1.5. Other roles, responsibilities, and requirements for the District and Subrecipient are described further in Exhibits A-E attached hereto.

2. **DEFINITIONS.** For purposes of this contract, the following definitions shall apply:

2.1. "Services" shall mean the services provided by SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT.

3. **TERM AND TERMINATION.** The term of this Agreement is from October 1, 2016 to March 1, 2020. Either party may, at its option, terminate this Agreement upon giving thirty (30) days advance notice in writing to the other party in the manner herein specified by Paragraph 19, "Notices." Should such termination occur, both parties agree to use all reasonable efforts to mitigate their expenses and obligations thereunder. Prior to such termination which could not be avoided by reasonable efforts, payment shall occur for all satisfactory services rendered and expenses incurred, but not in excess of the agreed-upon maximum payable. Such termination shall be in addition to, and not in lieu of, any other legal remedies provided by this contract or by law. No work set forth in this contract shall commence until this contract is fully executed by all parties.

4. **COMPENSATION FOR SERVICES.** The District shall pay the Subrecipient as full consideration for complete and faithful performance of the Subrecipient's obligations as set forth in Exhibit B "Compensation" attached hereto and incorporated herein by this reference, or as set forth by this Agreement. The total amount payable to Subrecipient under this Agreement shall not exceed the sum of **one hundred eighty-one thousand two hundred six dollars (\$181,206)** as specified in Exhibit B attached hereto and incorporated herein by this reference. This sum is subject to change according to Consortium-level and State-level funding and proceedings, as described in Exhibit B.

5. **DISTRIBUTION OF FUNDS TO SUBRECIPIENT.** The Consortium and the Fiscal Agent (District) shall decide the method of distribution of AEBG funds by the Fiscal Agent to the Subrecipient (and all Member Districts). The chosen fund distribution process is subject to change according to State, Consortium, and Fiscal Agent decisions or requirements. The process of distributing the Subrecipient's allocated funds shall not be changed without due process according to Consortium bylaws, the Fiscal Agent's policies and procedures, and State requirements. The process may be different for different budgets or types of funding (e.g. for funds from different fiscal years or one-time funds). Funds shall be distributed through a reimbursement process.

Subrecipient will invoice District for services described in Exhibit A, in the amounts set forth in Exhibit B, and according to the process set forth in Exhibit C. Subrecipient shall submit invoices to District a minimum of four times per year (quarterly) by the 15th of the month following the quarter. Subrecipient may submit invoices to District as frequently as once per month, in which case the invoice should be submitted by the 15th day of the following month for services rendered in the prior month. Invoices are payable by the District within thirty (30) days of receipt of the invoice by the District. In order to resolve any dispute regarding any invoice submitted, the time period for payment shall be extended by a reasonable amount of time. Should a delay in payment occur beyond a reasonable time period, Subrecipient, at its discretion, may suspend performing services under this Agreement until payment is current.

District shall distribute funds to Subrecipient from current and carried-over AEBG funds from the Consortium's FY15-16, FY16-17, and FY17-18 allocations and one-time funds from the State, including one-time Data & Accountability funds, per the allocation schedules approved by the Consortium and the State, as set forth in Exhibit B.

Payment is contingent upon Subrecipient's compliance with Consortium and State spending and reporting requirements, including but not exclusive to those requirements described in Exhibits A-E attached hereto.

6. **COLLABORATION.** Each party shall undertake a cooperative role in taking effective actions and timely execution of documents as appropriate for the mutual benefit of achieving the objectives of this Agreement. District understands and acknowledges that any delay in actions necessary to meet District's obligations under this Agreement, may result in additional fees levied by the Subrecipient or the Subrecipient's inability to meet specific obligations or deadlines required to fulfill this Agreement. The outcome of such an event shall not be considered non-performance by Contactor.

7. **LIMITATION OF LIABILITY.** In no event shall either party be liable for any indirect, incidental, or consequential damages or damages for loss of profits, revenue, data, or use incurred by either party or any third party, whether in an action in contract or tort, statute, or otherwise, even if the other party has been advised of the possibility of such damages. Subrecipient's liability to the District or any other third party, for damages hereunder shall in no event exceed the amount of fees paid by District under this Agreement for the particular service provided giving rise to the claim. The provisions of this Agreement allocate the risks between Subrecipient and District.

8. **INDEPENDENT RELATIONSHIP.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent parties. As such, District shall not be responsible for payment of unemployment insurance, workers' compensation insurance, Social Security or Medicare

taxes or contributions of Federal or State income tax withholding for or on behalf of Subrecipient or any of Subrecipient's sub-contractors or sub-awardees.

9. HOLD HARMLESS AND INDEMNIFICATION.

9.1. District agrees to defend, indemnify, and hold harmless Subrecipient, its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

9.2. Subrecipient agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of Subrecipient in the performance of this Agreement.

10. INSURANCE.

10.1. Both parties will each maintain general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) during the term of this Agreement and any extensions thereof. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, and with respect to District, a company authorized to do business with joint powers agencies formed by college districts or other educational institutions for the purpose of liability insurance coverage, or by a system of self-insurance. The insurance policies in force will not be altered, reduced, or terminated without a prior ninety (90) day written notice to the other party as specified in Paragraph 19 "Notices."

10.2. Subrecipient shall endeavor to file a current Certificate of Insurance upon execution of this Agreement and with each renewal of policy throughout the term of this Agreement. In the event that liability insurance is terminated or altered, each party, in its sole discretion, will have the right to terminate this Agreement upon written notification to the other as specified in such termination to take effect immediately upon delivery of the written notification.

11. **LICENSES & ASSURANCES.** Subrecipient assures that Subrecipient possesses the required licenses or expertise to perform all of the services which it has agreed to perform pursuant to this Agreement. Subrecipient will maintain appropriate or required licensure in full force and effect during the term of this Agreement.

12. **STANDARD OF CARE.** The Subrecipient warrants that Subrecipient's services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantees are included or intended in this Agreement, or in any report, opinion, deliverable work product, document, or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. This section sets forth the only warranties provided by the consultant concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, non-infringement, title, or otherwise.

13. **CONFIDENTIALITY.** Subrecipient and its officers, employees, agents, and sub-contractors shall comply with any and all federal, state, and local laws that provide for the

confidentiality of records and other information. Subrecipient shall not disclose any confidential records or other confidential information received from the District or prepared in connection with the performance of this Agreement, unless Subrecipient is specifically authorized in writing to disclose such records or information. Subrecipient shall promptly transmit to District any and all requests for disclosure of any such confidential records or information. Subrecipient shall not use any confidential information gained by Subrecipient in the performance of this Agreement except for the sole purpose of carrying out Subrecipient's obligations under this Agreement.

14. MAINTENANCE/RETENTION/ACCESS OF RECORDS.

14.1. Subrecipient shall prepare and maintain all reports and records utilized to perform services under this Agreement that may be required by federal, state, or District rules and regulations and shall furnish those reports and records upon request.

14.2. Subrecipient shall surrender to the District all reports and records that may be required by federal, state or District rules and regulations related to services performed under this Agreement. The District shall retain such records for a period of at least three (3) years after Subrecipient's receipt of final payment under this Agreement or any extension thereof. Should any litigation, claim, negotiation, audit exception, or other action relating to this Agreement be pending at the end of the retention period, the District shall retain said reports and records until such action is resolved.

14.3. Subrecipient shall permit access by the District and by representatives of any federal or state agency providing funds for, or as a result of, services performed under this Agreement, upon reasonable notice at any time, but in any case no less than twenty-four (24) hours notice, to reports, records, and other sources of information as the inspecting party may deem appropriate for their purposes.

15. **SUCCESSORS AND ASSIGNS.** This Agreement and the rights, privileges, duties, and obligation of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16. **BREACH OF CONTRACT.** Should either party breach this Agreement, the non-breaching party shall notify the breaching party of said breach in writing as specified in Paragraph 19 "Notices." Breaching party shall have fifteen (15) days in which to cure said breach or the non-breaching party may terminate the contract as specified herein as well as avail itself of any and all other legal remedies.

17. **WAIVER.** No waiver of any breach of this contract shall be construed to be a waiver of any other breach or any subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. The failure of the parties to enforce at any time any of the provisions of this Agreement, or require at any time performance by the other party of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the parties to thereafter enforce each and every such provision.

18. **AMENDMENTS/ADDENDUM.** This Agreement may not be modified; neither amended nor written directions provided within the general scope of any services under this contract,

except in writing signed by a duly authorized representative of each party as stipulated by Paragraph 19, "Notice." No other act, usage, or custom shall be deemed to amend or modify this Agreement.

19. **NOTICES.** Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours (three (3) days) from the time of mailing if mailed as specified in this paragraph. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

Hartnell Community College District
Attention: Vice President of Administrative
Services
411 Central Avenue
Salinas, CA 93901

Subrecipient:
South Monterey County Joint Union High School
District
Attention: Steve James
800 Broadway Street
King City, CA 93930

20. **RULES OF CONSTRUCTION.** The parties hereto participated jointly in the negotiation and preparation of this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

21. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions of this Agreement.

22. **NON-EXCLUSIVITY.** Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive and, that without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from contemplating, or participating in, similar business arrangements as those described herein, with other parties.

23. **RIGHTS GRANTED.** The District and Subrecipient shall each have the right to use all data, reports, or records collected or generated under this Agreement only in the context and for the purposes intended, without written permission by the other party. Nothing in this Agreement shall prohibit or limit the use of ideas, adaptations, formats, concepts, know-how, methods, models, data, techniques, skill knowledge, or experience utilized, developed or gained by either party in connection with this Agreement. The Agreement shall not create any rights or benefits to any persons or entities other than the District and Subrecipient.

24. **NON-SOLICITATION OF EMPLOYEES.** During and for one (1) year after the term of this Agreement, District will not solicit the employment of, or employ the Subrecipient's personnel, without the Subrecipient's prior written consent.

25. **NON-DISCRIMINATION.** During the performance of this Agreement, neither the District nor the Subrecipient will unlawfully discriminate, harass, or allow harassment against any employee or student on the basis of sex, race, color, ancestry, religious creed, national origin, disability

(including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.

26. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the two parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein, notwithstanding amendments duly made in writing and signed by both parties. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

27. **ASSIGNABILITY & BINDING EFFECT.** Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. If there is a valid assignment, subcontract, or transfer, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28. **DEBARMENT, SUSPENSION, AND OTHER REPRESENTATION.** Subrecipient certifies as required by Executive Orders 12549 and 12689, that Subrecipient and its principles are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with the making of any federal grant or cooperative agreement.

29. **DRUG-FREE WORKPLACE.** Subrecipient certifies that it will or will continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1998.

30. **DISPUTE RESOLUTION.** Any and all disputes that may arise out of or relate to obtaining services, products, or other Agreements or any other relationship involving District and Subrecipient, whether occurring prior to, as part of, or after the signing of this document, shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. District shall notify Subrecipient of any dispute arising under this Agreement as specified under Paragraph 19 "Notices." Subrecipient shall continue to perform under this Agreement during any dispute. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to, and resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between District and Subrecipient and their respective agents, employees, beneficiaries, or members. Arbitration shall be before a single arbitrator who shall apply California substantive law. Any party may bring an action in any court of competent jurisdiction in the County of Monterey, state of California, if necessary; (i) to compel arbitration under this arbitration provision, or (ii) to obtain preliminary relief in support of claims to be prosecuted in arbitration, or (iii) to enter a judgment of any award rendered pursuant to such arbitration.

31. **ATTORNEYS' FEES.** In the event of arbitration and/or any action at law or in equity (including but not limited to specific performance) between District and Subrecipient arising out of this Agreement or to enforce any of the provisions or rights hereunder, the prevailing party in such arbitration, action, or proceeding shall be paid all reasonable attorneys' fees and costs including, without limitation, court costs, expert witness fees, investigation costs, to enforce such rights by the other party, such fees to be set by the court and to be included in the judgment entered in such proceeding.

32. **FORCE MAJEURE.** Neither party shall be liable for nonperformance, defective performance, or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside either party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subSubrecipients); provided, however, that in any such event, each party shall use its good faith efforts to perform its duties and obligations under this Agreement.

33. **COMPONENTS AND REFERENCES.** All components and representations contained herein are incorporated by reference. Should elements of Agreement and/or proposal be in disagreement, then Agreement shall control. The following documents attached hereto, as well as any and all components and representations contained in the proposal, are expressly incorporated herein by reference and made a part hereof:

Exhibit A – Scope of Work

Exhibit B – Compensation

Exhibit C – Fund Distribution

Exhibit D – SVAEC Bylaws (May 2016 version)

Exhibit E – AEBG Program Assurances (Program Year 16-17 version)

34. **HEADINGS.** Headings or captions on the paragraphs, sections, or subsections of this Agreement are solely for convenience and reference only, and shall not be interpreted to explain, modify, amplify, or aid in the interpretation, construction, meaning, or validity of the provisions of this Agreement or affect any rights, obligations, or responsibilities of the parties arising hereunder.

35. **TENSE, NUMBER, AND GENDER.** Each tense, number and gender in this Agreement shall include any other tense, number, or gender where the context and the parties hereto or the context and references herein shall require.

36. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement.

37. **APPLICABLE LAW.** The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement.

38. **JURISDICTION.** Any and all disagreements between the parties hereto shall be adjudicated in the courts of Monterey County, Salinas, California.

39. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts. Each counterpart executed as original or facsimile of original, shall have the full force and effect of an original.

40. **AUTHORITY.** An individual executing this Agreement on behalf of an entity hereby represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date first above-written.

Hartnell Community College District

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

By: Willard Lewallen
Willard Lewallen
Superintendent/President

By: _____
Dr. Daniel Moirao
Superintendent

Date: 17 Oct 2016

Date: _____

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Contract with Michelle Steiner Abbott – **MEETING:** November 9, 2016
School Psychologist.

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Michelle Steiner Abbott will provide School Psychology services part-time to assist our current psychologist to get caught up with our triennial reviews.

Recommendation:

The recommendation is to approve the contract with Micelle Steiner Abbott.

Fiscal Impact:

The fiscal impact to the Special Education fund will be \$125.00 hours, and not to exceed \$12,500.

Submitted By:



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

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

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

AGREEMENT TO FURNISH CONSULTANT SERVICES

Pursuant to California Education Code 10400, South Monterey County Joint Union High School District, hereinafter called "District," has need of the specialized services Michelle Steiner Abbott 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 November 10, 2016 and terminates June 30, 2017 unless sooner terminate as provided herein.

II. PAYMENT LIMIT

- Consultant shall be compensated at the rate of \$125 per hour plus travel expenses calculated at hourly rate.
- Total payment(s) to Consultant, under this contract shall not exceed \$12,500.

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 complete Psycho-educational reports, complete psycho-educational assessments and attend IEP meetings to review the reports as needed. The assessment will include observation, informal/formal testing, chart review and staff interviews. The Consultant will complete an assessment reports to include assessment data, and recommendations.

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

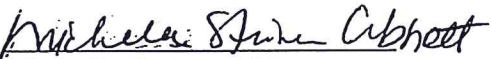
District shall become the owner of and entitled to exclusive possession of all records, documents, files, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

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:


 Michelle Steiner Abbott
 School Psychologist

 Daniel Moirao, Ed.D., Superintendent
 South Monterey County Joint Union High School District

10-20-16

 Date

 Date

 Social Security Number of Consultant *

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

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

SUBJECT: Approval of Resolution #08:16/17 Adoption of
School Facilities Fees (Increase Developer Fees)

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The State Allocation Board has increased the maximum amount of fees that the district can collect for residential development from \$3.36 to \$3.48 per square foot and for commercial/industrial development from \$0.54 to \$0.56 per square foot. Due to our fee sharing agreements with feeder districts, our appropriate share per square foot fee would be \$1.16 on residential and \$.187 on commercial development.

The Developer Fee Justification report performed by the Dolinka Group has justification for this level of fee assessment. The recommendation is for the Board to approve these fees effective immediately to supply safe facilities for students generated by developments from which the fees are collected.

Recommendation:

It is recommended that the Board of Education approve Resolution #08:16/174.

Fiscal Impact:

This will be additional revenues collected for school facilities.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

RESOLUTION NO. 08:16/17

RESOLUTION OF THE BOARD OF EDUCATION OF THE SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the Board of Education ("Board") of the South Monterey County Joint Union High School District ("School District") provides for the educational needs for 9-12 students within the cities of Greenfield and King City (collectively, "Cities") and a portion of the unincorporated counties of Monterey and San Benito ("Counties"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$3.48 per square foot for assessable space of residential development and \$0.56 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and Bitterwater-Tully Union School District, Bradley Union School District, Greenfield Union School District, King City Union School District, San Antonio Union School District, San Ardo Union School District, and San Lucas Union School District (collectively, "Feeder Districts") have entered into an agreement whereby the School District is to receive sixty percent (33.33%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has received and considered two studies entitled "Residential Development School Fee Justification Study for South Monterey County Joint Union High School District" and "Commercial/Industrial Development School Fee Justification Study for South Monterey County Joint Union High School District" ("Studies"), which Studies include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put

(c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Studies pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the proposed Statutory School Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the proposed Statutory School Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board accepts and adopts the Studies.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the School District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the School District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential development within the School District because the Statutory School Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new residential development within the School District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

Section 6. That the Board finds that the amount of the Statutory School Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the School District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory School Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/ industrial development (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the School District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial development by category within the School District because the Statutory School Fees imposed on commercial/industrial development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new commercial/industrial development within the School District and the School

District does not have sufficient student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the School District.

Section 12. That the Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the School District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the School District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the School District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees.

Section 14. That the Board hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- A. \$1.16 per square foot of assessable space for new single family detached residential development and \$1.16 for new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

- B. \$0.187 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial development projects and levies the Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	\$0.187
Office	\$0.187
Research and Development	\$0.187
Industrial/Warehouse/Manufacturing	\$0.187
Hospitals	\$0.187
Hotel/Motel	\$0.187

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the Superintendent, or his designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and Counties within the School District's boundaries and the Office of Statewide Health Planning and Development ("OSHDP") along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, Counties, and OSHPD that new residential and commercial/industrial development is subject to the Statutory School Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory School Fees are imposed, the

opportunity for a hearing to appeal that imposition of Statutory School Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

- A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory School Fees to be imposed or paying the commercial/industrial Statutory School Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory School Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Superintendent, or his designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- D. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the Superintendent's, or his designee's, decision to the Board of the School District.
- E. The party appealing the Superintendent's, or his designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory School Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- F. The possible grounds for that appeal to the Board of the School District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

- G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Board of the School District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.
- H. The party appealing the imposition of the commercial/industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

Section 19. That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the School District on any residential or nonresidential development.

Section 21. That the School District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED, ADOPTED, AND SIGNED ON NOVEMBER 9, 2016

BOARD OF EDUCATION OF THE SOUTH MONTEREY
COUNTY JOINT UNION HIGH SCHOOL DISTRICT

By:

President of the Board of Education of the South
Monterey County Joint Union High School District

ATTEST:

By:

Clerk of the Board of Education of the South Monterey
County Joint Union High School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)
COUNTY OF SAN BENITO)

I, Paulette Bumbalough, do hereby certify that the foregoing Resolution No. 08:16/17 was adopted by the Board of Education of the South Monterey County Joint Union High School District at a meeting of said Board held on the 9th day of November, 2016, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Board of Education of the
South Monterey County Joint Union High School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)
COUNTY OF SAN BENITO)

I, Joe Santibanez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 08:16/17 which was duly adopted by the Board of Education of the South Monterey County Joint Union High School District at a meeting thereof on the 9th day of November, 2016.

Clerk of the Board of Education of the
South Monterey County Joint Union High School
District

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

SUBJECT: Approval of Resolution #10:16/17 to Designate Specified Position as Senior Management of the Classified Service

MEETING: November 9, 2016

AGENDA SECTION:

- ACTION
- INFORMATION
- ACTION/CONSENT

GOVERNING BOARD

Board Goals:

- _____ Improve, Monitor and Sustain Student Achievement
- _____ Improve School Climate in Support of Teaching, Learning and Student Safety
- _____ Develop/Sustain Fiscal Solvency
- _____ Ensure that Facilities are Safe for Staff and Students
- X _____ Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Under Education Code (EC) section 45100 and 45108.5 the Governing Board may adopt a resolution designating certain positions, including the Chief Business Official as senior management of the classified service. Under EC 45100.5(b), "Employees whose positions are designated as senior management of the classified service shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provision relating to obtaining permanent status in a senior management position."


Recommendation:

It is recommended that the South Monterey County Joint Union High School District Board of Education adopt Resolution #10:16/17 designating the Chief Business Official as a Senior Manager in the South Monterey County Joint Union High School District

Fiscal Impact:


No additional fiscal impact

Submitted By:



Daniel R. Moirao, Ed.D.
Superintendent

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 10:16/17

**RESOLUTION TO DESIGNATE SPECIFIED POSITION AS SENIOR MANAGEMENT
OF THE CLASSIFIED SERVICE**

WHEREAS, Education Code sections 45100.5 and 45108.5 permit the Superintendent acting on behalf of the Governing Board to designate classified positions in this District as senior management; and

WHEREAS, employees whose positions are designated as senior management of the classified service shall be a part of the classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status in a senior management position; and

WHEREAS, notice of reassignment or dismissal from a position in the senior management of the classified service shall be provided in accordance with the provisions of Education Code section 35031;

THEREFORE, BE IT RESOLVED by the Superintendent on behalf of the Governing Board of the South Monterey County Joint Union High School District that the position of Chief Business Official is a senior management classified position under the provisions of Education Code section 45108.5.

BE IT FURTHER RESOLVED that the Superintendent and the Governing Board of the South Monterey County Joint Union High School District has entered into a contract with Sherrie Castellanos hired into or occupying this position reflecting the status of the position as senior management for a term and compensation set by the Superintendent on behalf of the Governing Board.

PASSED AND ADOPTED by the Governing Board of the South Monterey County Joint Union High School District on November 9, 2016

Paulette Bumbalough, President
South Monterey County Joint Union High School District

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

SUBJECT: Approval of Resolution 11:16/17 Designation of
Authorized Agent to Sign School Orders

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

- Improve, Improve and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

On November 1, 2016 Sherrie Castellanos began her employment with the district as the Chief Business Official. The district is required to update their authorized listing of district staff to sign any orders or funds in the name of the district.

Recommendation:

It is recommended that the Board of Education approve Resolution 11:16/17 Designation of Authorized Agent to Sign School Orders.

Fiscal Impact:

None.

Submitted By:



Daniel R. Moirao, Ed.D.
Superintendent

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 11:16/17

Designation of Authorized Agent to Sign School Orders

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

ON APPROVAL BY

Superintendent Daniel R. Moirao, Ed.D., effective November 1, 2016.

IT IS RESOLVED AND ORDERED by the Superintendent that, pursuant to provisions of Education Code Section 42632 or 85232.

Daniel R. Moirao
Sherrie Castellanos
Diana Jimenez
Shirley Laws
Claudia Arellano

Be authorized and are hereby empowered to sign any and all orders in the name of said district, drawn on the funds of said district.

IT IS FURTHER RESOLVED that this approval shall stand and that all additions and deletions shall be submitted in writing to the County Office of Education.

PASSED AND ADOPTED by the Governing Board of Education.

I, Daniel R. Moirao, Ed.D., Superintendent, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted at a regularly called and conducted meeting held on said date.

Daniel R. Moirao, Ed.D., Superintendent

Date

Signature of Authorized person(s):

Daniel R. Moirao
Sherrie Castellanos
Diana Jimenez
Claudia Arellano
Shirley Laws

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant for 2016-2017 **MEETING:** November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor, and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- 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 received a grant for the 2016-2017 school year from the California Department of Education in the amount of \$87,417 to enhance the current Career Technical Educational programs.

Recommendation:

It is recommended that the Board of Education approve the Career Technical Education Incentive Grant.


Fiscal Impact:

Revenue of \$87,417 – restricted for use in CTE programs in 2016-2017.

Submitted By:


Sherrie Castellanos
Chief Business Official

Approved:


Daniel R. Moirao, Ed.D.
State Administrator

OCT 20 2016

Grant Award Notification

Joint Union High School District

GRANTEE NAME AND ADDRESS Daniel Moirao, Superintendent South Monterey County Joint Union High 800 Broadway Street King City, CA 93930-3326	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	16	14894	6606	00
Attention Daniel Moirao, Superintendent	STANDARDIZED ACCOUNT CODE		COUNTY	
Program Office Office of the Superintendent	Resource Code	Revenue Object	27	
Telephone 831-385-0606	3550	8290	INDEX	

Name of Grant Program Carl D. Perkins Career and Technical Education Improvement Act of 2006	0615
--	------

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$87,417	0	\$87,417	0	July 1, 2016	June 30, 2017

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.048A	V048A160005	Carl D. Perkins Career and Technical Education Improvement Act of 2006	Department of Education

I am pleased to inform you that you have been funded for the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Andrea Guenthart, Associate Governmental Program Analyst
 Career Technical Education Administration and Management Office
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Teri Alves	Job Title Education Programs Consultant
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E-mail Address TAlves@cde.ca.gov	Telephone 916-322-0374
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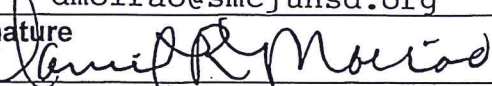
Signature of the State Superintendent of Public Instruction or Designee 	Date October 6, 2016
---	--------------------------------

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent DANIEL R MOIRAO	Title SUPERINTENDENT
--	--------------------------------

E-mail Address dmoirao@smcjuhsd.org	Telephone (831) 385-0606
---	------------------------------------

Signature 	Date 10/24/2016
---	---------------------------

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

SUBJECT: Approval of Resolution 12:16/17 Establishment of
Charter School Fund 09

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

GOVERNING BOARD

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The District and the California Department of Education approved the establishment of the Pinnacle Academy Charter School. For authorizing LEA's to account separately for the operating activities of the LEA-operated charter schools, districts should use Fund 09, Charter Schools Special Revenue Fund. Resolution No. 12:16/17 authorizes the County Auditor and County Treasurer to establish Fund 09 to be used to report the revenues and expenditures of the Pinnacle Academy Charter School.

Recommendation:

It is recommended that the Board of Education approve Resolution No. 12:16/17 to establish the Charter School Special Revenue Fund 09 to record revenue and expenditures for Pinnacle Charter Academy.

Fiscal Impact:

Increased revenues from additional ADA and expenses for salary and benefits, and operating cost.

Submitted By:



Sherrie S. Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Resolution No. 12:16/17

ESTABLISHMENT OF CHARTER SCHOOL FUND 09

WHEREAS, the South Monterey County Joint Union High School District wishes to establish a Charter School Fund, as permitted in the California State Accounting Manual; and

WHEREAS, the purpose or purposes for which this fund shall be established is to record the revenue and expenditures of the Pinnacle Academy Charter – Independent Study and

BE IT FURTHER RESOLVED, That the District Superintendent or designee shall authorize, by this resolution, the County Auditor and the County Treasurer to establish a Charter School Fund for said district; and

BE IT FURTHER RESOLVED, that the District Superintendent and Designee by written authorization to the County Superintendent of Schools, shall request during the fiscal year the transfer or deposit and payment of funds by the County Auditor and the County Treasurer from Fund of said district.

The forgoing resolution, on the approval of the Governing Board, was duly passed and adopted this 9th day of November 2016.

Daniel R. Moirao, Ed.D., Superintendent

SOUTH MONTEREY COUNTY HIGH SCHOOL DISTRICT
GOVERNING BOARD

SUBJECT: Approval of the Employment of Oscar Anaya on the Basis of a Provisional Internship Permit

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes / Updating Board Policies and Administrative Regulations

Summary:

The District conducted a diligent search to fill a teaching position at the Continuation High School but was unable to find a suitable credentialed teacher or a suitable qualified internship teacher. The District wishes to employ Oscar Anaya as a Multiple Subjects teacher under the basis of a Provisional Internship Permit (PIP). The California Commission on Teacher Credentialing requires that the Board take action to employ a teacher under this type of teaching permit. Mr. Anaya meets all requirements necessary to apply for a PIP.

Recommendation:

It is recommended that the Board of Education approve the employment of Mr. Anaya on the basis of a Provisional Internship Permit.

Fiscal Impact:

No fiscal impact

Submitted By:



Claudia Arellano
Sr., Director Human Resources

Approved:



Daniel R. Moirao, Ed. D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Contract to Purchase Two Portable Classrooms from American Modular Systems for KCHS

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Approval of the purchase of two 24' x 40' DSA approved modular classroom buildings, each with floor supported folding partition walls for King City High School for a total cost of \$216,480.00.

Recommendation:

It is recommended that the Board of Education approves the contract to purchase two portable classrooms from American Modular Systems.

Fiscal Impact:

Capital Facilities Fund.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent



American Modular Systems

Revised October 19, 2016
August 18, 2016

South Monterey County Joint Union High School District
800 Broadway Street
King City, CA 95076

Re: Proposal for DSA (2) 24 x 40 Classrooms at King City High School

Attn: Diane Miller
Director of Maintenance, Operations, Transportation, and Facilities

American Modular Systems is pleased to provide our proposal for the 24x40 Classrooms at King City High School. Our pricing is based upon emails between us and a copy is attached to this proposal for reference.

South Monterey County Joint Union High School District is utilizing the provisions of the Santa Rita Union School District Facility Supply Contract and the scope of work as listed below and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Buildings: DSA approved modular classroom, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50 +15 lb floor load, 110 ULT wind load, 2013 CBC, modular building, Ss=1.309, FOB King City, CA

(2) each 24' x 40' DSA Classrooms w/24LF floor supported folding partitions \$ 108,240 ea.

Project Total \$ 216,480

Terms

Monthly progress payment net 20 days. Quote good for 60 days. If building delivery is not made per schedule below, a 10% discount will be issued. If others fail to meet schedule below, no discount will be issued if schedule slips.

Schedule

Contracts by October 2016
Engineering Complete by November 2016
DSA Approval by December 2016
Fabrication Begins February 2017
Delivery/Set March 2017
Anticipated Occupancy April 2017

Thank you for the opportunity to provide our proposal. If accepted, please check next to each of the options accepted (or declined) above, and sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions, and pricing listed above.

Accepted By:

South Monterey County Joint Union High SD

[Handwritten signature of Diane Miller]

Signature
Diane Miller
Director, MOT & Facilities

10/24/16
Date

American Modular Systems, Inc.

[Handwritten signature of Dan Sarich]

Signature
Dan Sarich, President

10/17/16
Date

INCLUSIONS - Our quotation includes delivery and installation, to King City, CA

- Delivery/Set-up
- 22 ga galv metal roof, Single Slope to rear, standard ¼":12 slope
- 5 ft Front overhangs, 2 ft rear overhangs
- Standard Wood foundation
- (2) 12 LF ADA steel ramp per building
- Wall mount HVAC system, electric, single phase, (1) 4.0 ton unit; building will have (1) HVAC zone
- Floor covering, 26 oz. Patcraft carpet
- Tackboard Wallcovering
- (2) 8 LF white markerboards
- LED lights
- 8'-6" Suspended T-bar ceilings
- Duratemp T-1-11 wood siding
- (2) 8x4o windows, tempered, dual glaze, non-operable
- (2) Exterior door 18 ga hollow metal, with 16 ga frame per building
- Standard Schlage Door Hardware
- Modernfold Floor supported Folding partition wall, 24LF
- 2' enclosure panels between buildings
- Sales tax

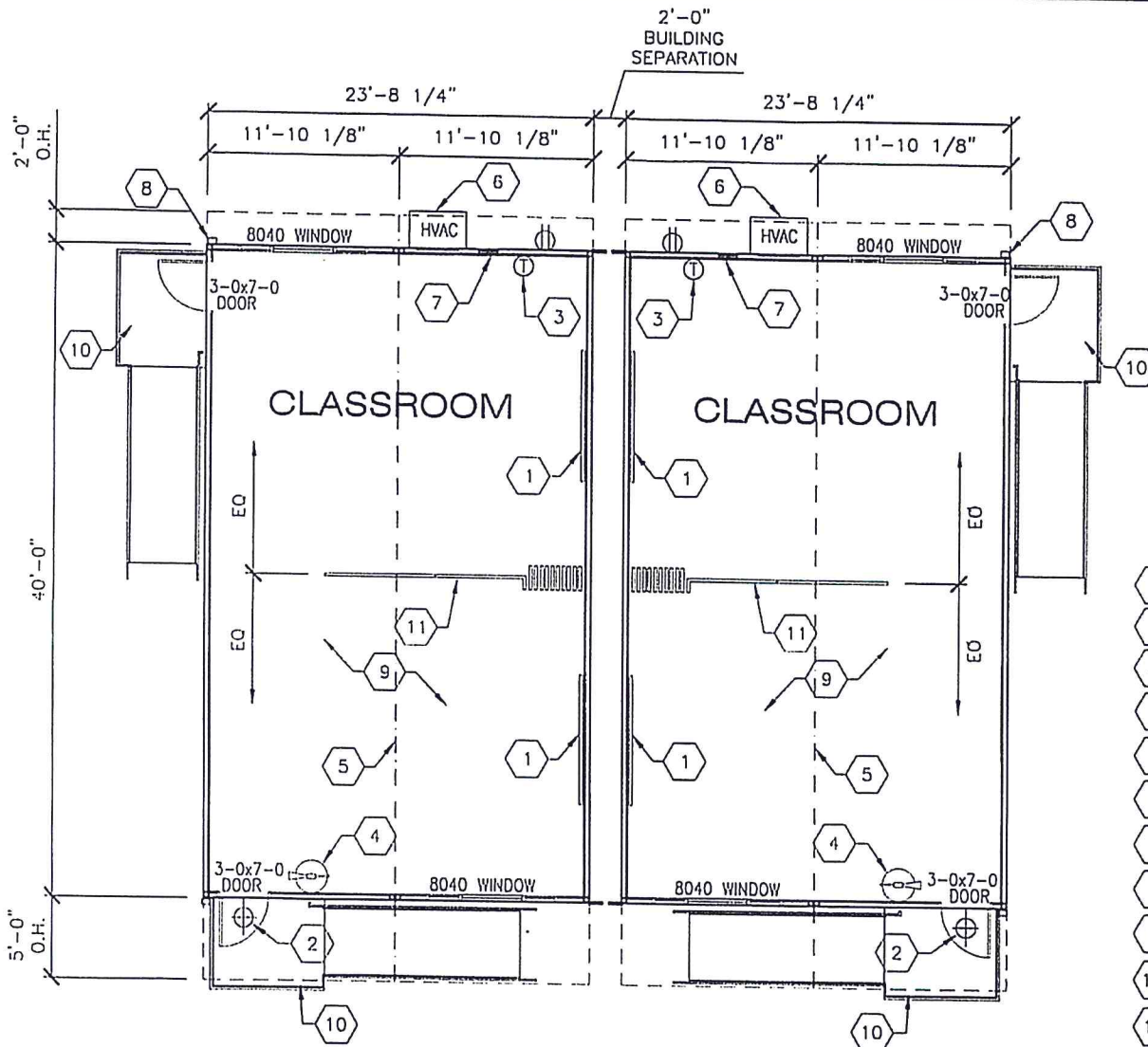
EXCLUSIONS -

- DSA plan fees, DSA inspection fees, Site Inspection Fees
- Sidewalks
- Utilities/connections
- Site preparation/site improvements
- Fire alarm system
- Special handling due to inaccessible site conditions
- Ramp transitions to grade
- Fire sprinklers/risers
- EMS Systems
- Low voltage systems, wires, devices, or pathways
- Signage
- Projection screens
- Union labor
- Concrete foundations
- Exterior Drinking Fountain
- Crane charges if necessary
- Full time supervision
- Temporary power, fencing, dust control, site security
- Surveying
- Master Keying
- Window coverings
- Casework
- SWPP
- RWL connections
- Builder's Risk Insurance

District must provide a truck accessible level/compacted pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site by site basis.

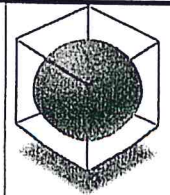
Per AMS standard PC guidelines, manufacturing methods, finishes and fixtures.

Note: The omission of any item(s) not listed in the assumed scope and exclusions shall not be construed to be included in this pricing.



- 1 8'x4' MARKER BOARDS
- 2 EXTERIOR LIGHT WITH PHOTOCELL
- 3 THERMOSTAT
- 4 FIRE EXTINGUISHER MOUNTED ON WALL BRACKET
- 5 TYP MOD LINE
- 6 HVAC UNIT
- 7 ELECTRICAL PANEL
- 8 DOWNSPOUT (QUANTITY & LOCATION MAY VARY) DISCHARGE TO SPLASH BLOCK
- 9 FLOORING
- 10 TYPICAL RAMP
- 11 FOLDING PARTITION

American Modular Systems Inc.
 787 Spreckels Ave. Manteca, CA 95336
 (209)825-1921 Fax (209)825-7018
 americanmodular.com



Gen 7

healthier schools, delivered

DRAWING TITLE	
SOUTH MONTERREY COUNTY Jt. Vn.HSD	
KING CITY H.S.	
FLOOR PLANS	
DATE: 10-18-18	
SCALE: NOTED	
DRAWN BY: RL	
SERIAL NO.:	

1

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Contract to Purchase Two Portables
Classrooms at GHS from American Modular
Systems

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Approval of the purchase of two 24' x 40' DSA approved modular classroom buildings for Greenfield High School and Ventana Campus, for a total cost of \$141,680.00.

Recommendation:

It is recommended that the Board of Education approve the contract to purchase two portable classrooms from American Modular Systems.

Fiscal Impact:

Capital Facilities Fund.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent



October 14, 2016

South Monterey County Joint Union High School District
800 Broadway Street
King City, CA 95076

Re: Proposal for DSA (2) 24 x 40 Classrooms at Greenfield High School

Attn: Diane Miller
Director of Maintenance, Operations, Transportation, and Facilities

American Modular Systems is pleased to provide our proposal for the 24x40 Classrooms at Greenfield High School. Our pricing is based upon emails between us and a copy is attached to this proposal for reference.

South Monterey County Joint Union High School District is utilizing the provisions of the Santa Rita Union School District Facility Supply Contract and the scope of work as listed below and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Buildings: DSA approved modular classroom, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50 +15 lb floor load, 110 ULT wind load, 2013 CBC, modular building, Ss=1.341, FOB Greenfield, CA

(2) each 24' x 40' DSA Approved Project \$ 70,840 ea. _____accepted

Project Total \$ 141,680

Terms

Monthly progress payment net 20 days. Quote good for 60 days.
If building delivery is not made per schedule below, a 10% discount will be issued. If others fail to meet schedule below, no discount will be issued if schedule slips.

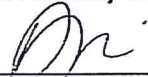
Schedule

Contracts by October 2016
Engineering Complete by November 2016
DSA Approval by December 2016
Fabrication Begins February 2017
Delivery/Set March 2017
Anticipated Occupancy April 2017

Thank you for the opportunity to provide our proposal. If accepted, please check next to each of the options accepted (or declined) above, and sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions, and pricing listed above.

Accepted By:

South Monterey County Joint Union High SD



Signature
Diane Miller
Director, MOT & Facilities

10/17/16

Date

American Modular Systems, Inc.

Dan Sarich/ess

Signature
Dan Sarich, President

10/14/16

Date

INCLUSIONS - Our quotation includes delivery and installation, to Greenfield, CA

- Delivery/Set-up
- 22 ga galv metal roof, Single Slope to rear, standard ¼":12 slope
- 5 ft Front overhangs, 2 ft rear overhangs
- Standard Wood foundation
- 12 LF ADA steel ramp
- Wall mount HVAC system, electric, single phase, (1) 3.5 ton unit
- Floor covering, 26 oz. Patcraft carpet
- Tackboard Wallcovering
- (2) 8 LF white markerboards
- LED lights
- 8'-6" Suspended T-bar ceilings
- Duratemp T-1-11 wood siding
- (2) 8x4o windows, tempered, dual glaze, non-operable
- Exterior door 18 ga hollow metal, with 16 ga frame
- Standard Schlage Door Hardware
- 2' enclosure panels between buildings
- Sales tax

EXCLUSIONS –

- DSA plan fees, DSA inspection fees, Site Inspection Fees
- Sidewalks
- Utilities/connections
- Site preparation/site improvements
- Fire alarm system
- Special handling due to inaccessible site conditions
- Ramp transitions to grade
- Fire sprinklers/risers
- EMS Systems
- Low voltage systems, wires, devices, or pathways
- Signage
- Projection screens
- Union labor
- Concrete foundations
- Exterior Drinking Fountain
- Crane charges if necessary
- Full time supervision
- Temporary power, fencing, dust control, site security
- Surveying
- Window coverings

District must provide a truck accessible level/compacted pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site by site basis.

Per AMS standard PC guidelines, manufacturing methods, finishes and fixtures.

Note: The omission of any item(s) not listed in the assumed scope and exclusions shall not be construed to be included in this pricing.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Contract with TETER Architects to Provide Architectural and Engineering Services at GHS for New Relocatable Classrooms

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

Approval of Agreement for Architectural Services with TETER Architects and Engineers to provide architectural and engineering services for two new relocatable classrooms at Greenfield High School and the Ventana Campus for \$35,725.00.

Recommendation:

It is recommended the Board of Education approve the contract with TETER Architects to provide architectural and engineering services for two new relocatable classrooms at GHS.

Fiscal Impact:

Capital Facilities Fund.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

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 Greenfield High School and Ventana Campus Relocatable Classrooms 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 the **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 procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Survey shall be provided in electronic format.

C. TESTS AND INVESTIGATIONS

1. To the extent required for the Project, the Architect shall assist 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 1.15 times actual cost:
 - a. Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, bidding, construction and record drawings.
 - b. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that stipulated in Article 12 and normally carried by the Architect and Architect's consultants.
 - c. Expense of reproduction of District provided Record Drawings and As-Built 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 Exhibit "B" to this Agreement for the Project. The Architect's total compensation for a Project under this Agreement shall not exceed **THIRTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-FIVE Dollars (\$35,725.00)**. 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. Construction Documents	45 percent
3. Agency (DSA) Approval	10 percent
4 Bidding/Negotiation	15 percent
5. Construction Administration	25 percent
6. Project Closeout	5 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 ____ day of _____, 2016.

ARCHITECT:

Teter, LLP

By: _____

Signature

Aya Sultanishi C34089
Printed Name and License Number

Architect/Partner
Title

DISTRICT:

South Monterey County Joint Union HSD

By: _____

Signature

Printed Name

Title

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Exhibit B

OF ARCHITECT'S AGREEMENT

FOR

KING CITY HIGH SCHOOL RELOCATABLE CLASSROOMS PROJECT

OCTOBER 28, 2016

TETER, LLP shall provide Architectural, Civil, Landscape, and Electrical Engineering services for the placement of two [2] new 24 x 40 relocatable buildings with pre-manufactured ramps and associated site work at Greenfield High School and Ventana Campus at Greenfield High School. The buildings and ramps are to be purchased via separate contract by SMCJUHSD.

The attached site plans are intended to give possible locations/configurations for the new relocatables, as well as the extent of sitework included. Final relocatable locations will need to be discussed/modified/approved by SMCJUHDS prior to start of work.

PROJECT DESCRIPTION

1. The Ventana relocatable and ramp will be supported by the manufacturer's standard wood foundation system on an existing AC paving slab. The Greenfield relocatable will be supported by the manufacturer's standard wood foundation system and the ramp will be supported by a new AC paving slab.
2. New utilities for the relocatable will include electrical, data and phone. An electrical service upgrade will be required at Greenfield High School for the new relo. It is anticipated that there is adequate power available for the new relocatable at Ventana.
3. Design will include upgrades to the existing Ventana restrooms relocatable for minimal accessibility compliance. No other restroom upgrades are anticipated for this project.
4. Design will include upgrades to [1] Parking lot as required for minimal accessibility compliance
5. Design will include upgrades to path of travel [walkways] connecting Parking, Restrooms, and Relocatables for minimal accessibility compliance.
6. Landscape and irrigation shall include rerouting of existing irrigation as required, and compliance with MWELo requirements at the Greenfield High School relocatable.
7. SMCJUHSD shall acquire a topographic survey for the area where the new Greenfield relocatable will be placed.

SCOPE OF SERVICES:

CONSTRUCTION DOCUMENTS

1. The Architect will assist SMCJUHSD in obtaining proposals for a topographic survey.
2. The Architect and Engineers will develop a set of Construction Documents for submittal to and approval by SMCJUHSD and the regulatory authority (DSA). The Construction Documents will be developed in sufficient detail for approval and construction.
3. Conduct initial site investigation to examine and document existing conditions.
4. Provide book specifications for associated materials, components and equipment.
5. Develop and submit Plan Check submittal documentation as required for project approval by regulatory authority (DSA).
6. Address Plan Check comments arising from the plan review process by regulatory authority (DSA).

AGENCY APPROVAL

1. Schedule DSA approval via the DSA "OTC" (Over the Counter) approval process.

BIDDING AND NEGOTIATION

1. Attend Pre-Bid meeting at Project site.
2. Distribute plans to bidders via an electronic file-share site.
3. Provide clarifications to bidders as required.
4. Respond to Contractor Requests for Information (RFI), as necessary.
5. Prepare and distribute Addenda, as necessary

CONSTRUCTION ADMINISTRATION

1. Pre-Construction Services include:
 - a. Attend Pre-Construction meeting.
2. Construction Administration Support includes:
 - a. Respond to Contractor Requests For Information (RFI).
 - b. Review and process submittals and shop drawings from Contractor.
 - c. Process any required Change Orders for approval and execution.
 - d. Provide site observation visits at milestones during the course of construction.
 - e. Perform construction 'punch list' services at the end of the project.

- f. Review of the 'as-built' drawings submitted by the Contractor.
- g. Submit State required closeout forms and documents.

PROJECT CLOSEOUT

- 1. Submission of DSA required forms.
- 2. Coordination with owner, contractor, IOR and others for PPO per submission of DSA required forms.

SCHEDULE

Upon receipt of Notice to Proceed and a topographic survey, the Architect anticipates 4 weeks to DSA OTC approval.

FEES

In consideration for the services listed above, SMCHUHSD shall compensate TETER on a Fixed Fee basis in the amount of \$35,725.00.

Construction Documents	45%
Agency Approval	10%
Bidding/Negotiation	15%
Construction Administration	25%
Project Closeout	5%

Invoices will be billed monthly, based on percent complete. Invoices shall be payable within [30] days of invoice date.

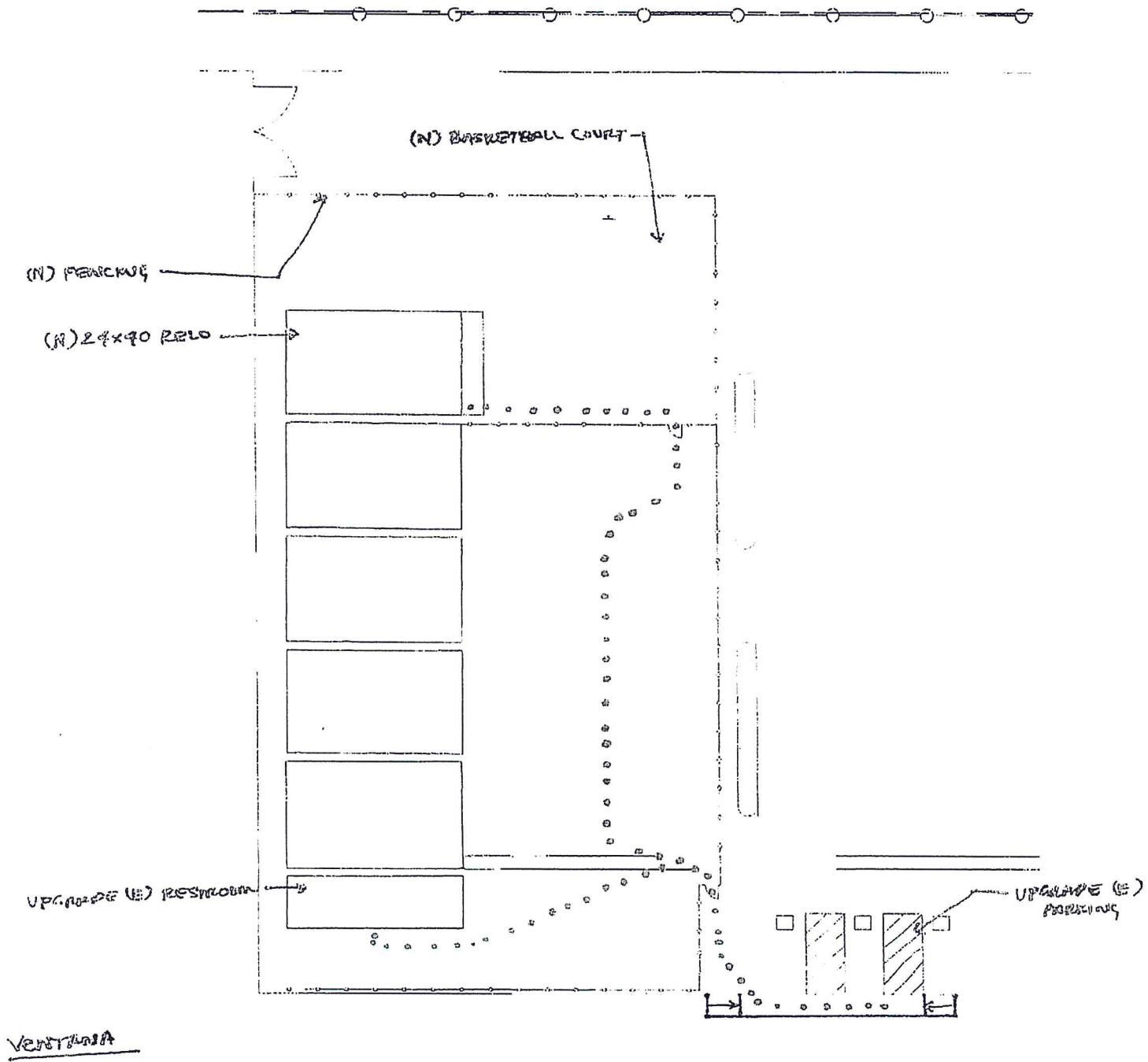
REIMBURSABLE EXPENSES

The following expenses incurred on this project are not part of the contract total and will be billed separately:

- 1. Reproductions, plans, reports, and documents required outside of Architect's normal working sets and in-house progress sets shall be a reimbursable expense to be billed as they are incurred plus fifteen percent (15%) of the expenses incurred.
- 2. Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed as they are incurred plus fifteen percent (15%) of the expenses incurred.
- 3. Mileage associated with out-of-town travel [i.e. DSA, plan agency review, etc.] will be billed in accordance with the terms outlined in TETER's Hourly Rate Schedule dated January 1, 2016.

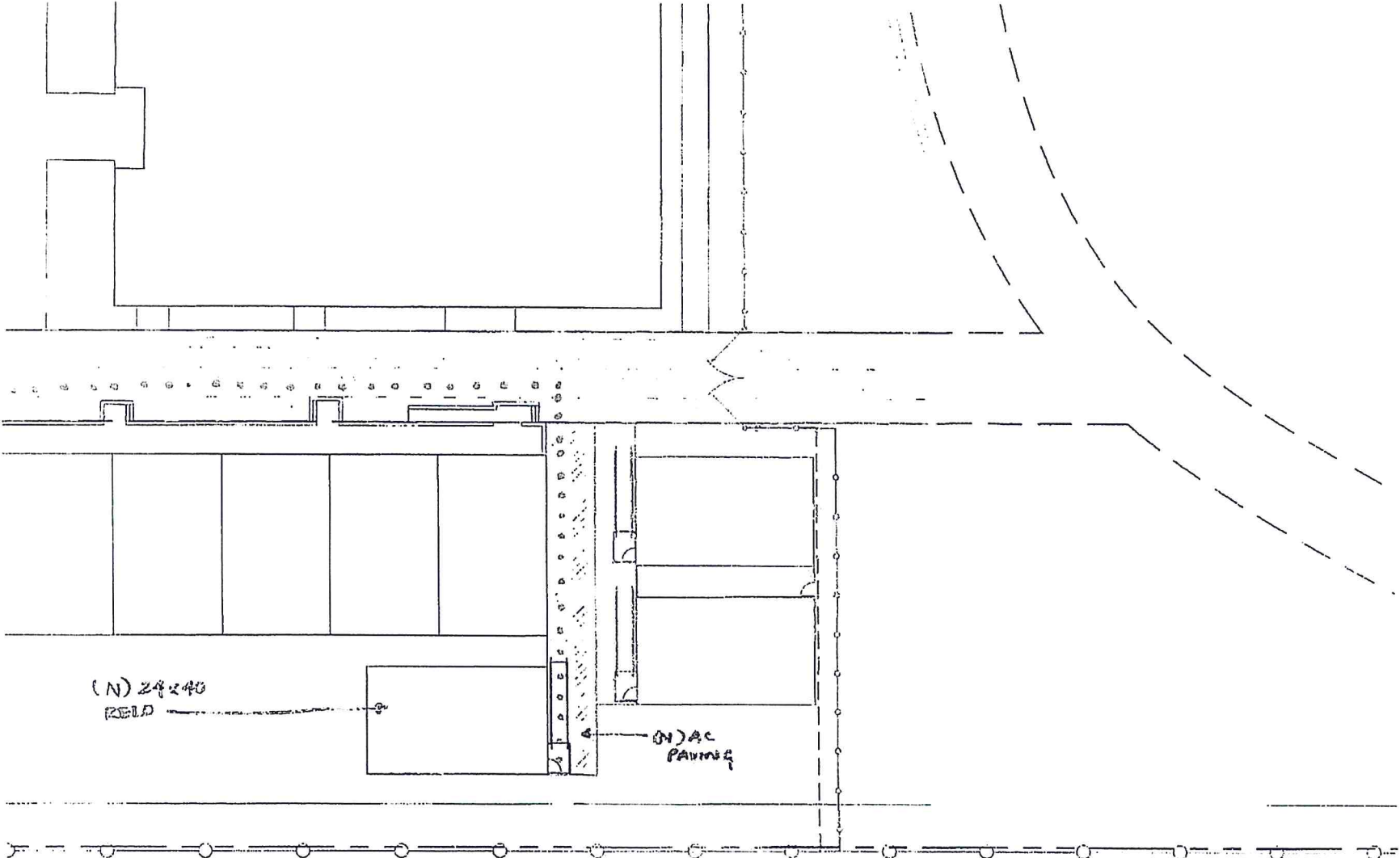
EXCLUSIONS

1. Utility company design and **coordination** fees are not **included**.
2. It is assumed existing **utilities** are adequate for the proposed **work**.
3. DSA/Agency review fees are not **included**.
4. Agency Inspector fees are not **included**.
5. Testing fees are not **included**.
6. DSA Closeout Scope of Services **assumes**:
 - a. **Communication and coordination** with **Contractors, IOR, DSA, District, Design Professionals** and Testing Labs to obtain required **documentation**.
7. DSA Closeout Scope of Services **excludes**:
 - a. Compensation to the **Contractors, IOR, Design Professionals** [other than TETER staff). and **others**.
 - b. DSA "File Reopening Fees" or related fees.
 - c. Assistance with Closeout of other DSA projects that may or may not affect DSA **Approval of this project**.
8. **Preliminary Title Report and underlying documents/title review/easement review**.
9. Boundary Survey/Record of Survey- boundary lines and **right-of-way** lines will not be shown **without** a Boundary Survey. A Boundary Survey could trigger a Record of Survey in accordance with **the requirements** of Section 8762 of the Land Surveyor's Act.
10. Storm Water **Pollution** Prevention Plan [SWPPP) and **BMP Monitoring**.
11. **Construction staking**.
12. Off-Site Utility Capacity **Studies/Design/Improvement Plans** not **specified**.
13. Services required for the **preparation** of legal descriptions or other Surveying or **Engineering services** not **specified**.
14. **As-Built Surveys**.
15. Utility locating services to locate **underground** utilities that are not **identifiable** by sight.
16. **Geotechnical Report** with pavement and concrete **structural recommendations**.
17. **Local Fire Authority Review Fees**
18. Fire Flow Test



Verstuur

-258-



GREENFIELD H.S.



49.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of the Ratification of Contract with TETER Architects to Provide Architectural and Engineering Services at KCHS for Two New Relocatable Classrooms
MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- Improve, Monitor and Sustain Student Achievement
- Improve School Climate in Support of Teaching, Learning and Student Safety
- Develop/Sustain Fiscal Solvency
- 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 signed an Agreement for Architectural Services with TETER Architects and Engineers to provide architectural and engineering services for two new relocatable classrooms at King City High School for \$39,725.00.

Recommendation:

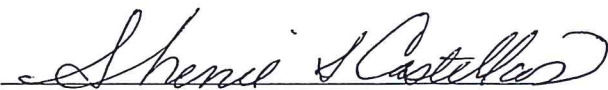
It is recommended that the Board of Education approve the contract with TETER Architects to provide architectural and engineering services at KCHS for two new relocatable classrooms.

Fiscal Impact:

Capital Facilities Fund.

Submitted By:

Approved:



Sherrie Castellanos
Chief Business Official



Daniel R. Moirao, Ed.D.
Superintendent

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 King City High School Relocatable Classrooms 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 procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Survey shall be provided in electronic format.

C. TESTS AND INVESTIGATIONS

1. To the extent required for the Project, the Architect shall assist 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 1.15 times actual cost:
 - a. Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, bidding, construction and record drawings.
 - b. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that stipulated in Article 12 and normally carried by the Architect and Architect's consultants.
 - c. Expense of reproduction of District provided Record Drawings and As-Built 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 Exhibit "B" to this Agreement for the Project. The Architect's total compensation for a Project under this Agreement shall not exceed **THIRTY-NINE THOUSAND SEVEN HUNDRED TWENTY-FIVE Dollars (\$39,725.00)**. 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. Construction Documents	45 percent
3. Agency (DSA) Approval	10 percent
4. Bidding/Negotiation	15 percent
5. Construction Administration	25 percent
6. Project Closeout	5 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 12th day of Oct., 2016.

ARCHITECT:

Teter, LLP

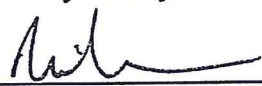
By: 
Signature
JAMES E. HICKMAN #.
Printed Name and License Number

Architect/Partner
Title

C. 23801

DISTRICT:

South Monterey County Joint Union HSD

By: 
Signature
Russell Miller
Printed Name
Interim CBO
Title

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Exhibit B

OF ARCHITECT'S AGREEMENT

FOR

KING CITY HIGH SCHOOL RELOCATABLE CLASSROOMS PROJECT

OCTOBER 10, 2016

TETER, LLP shall provide Architectural, Civil, Landscape, and Electrical Engineering services for the placement of two [2] new 24 x 40 relocatable buildings with pre-manufactured ramps and associated site work at King City High School. The buildings and ramps are to be purchased via separate contract by SMCJUHSD.

PROJECT DESCRIPTION

1. The relocatables and ramps will be supported by the manufacturer's standard wood foundation system on an AC paving slab.
2. The ramp landings and new walkways will be concrete.
3. New utilities for the relocatable will include electrical, data and phone. Concrete splash-blocks will be provided at all rainwater leader locations.
4. Design will include non-structural upgrades to [1] staff [Men's/Women's] and [1] student [Boys/Girls] Restrooms for minimal accessibility compliance.
5. Design will include upgrades to [1] Parking lot as required for minimal accessibility compliance.
6. Design will include upgrades to path of travel [walkways] connecting Parking, Restrooms, and Relocatables for minimal accessibility compliance.
7. Landscape and irrigation shall include rerouting of existing irrigation as required, and compliance with MWEL requirements.
8. SMCJUHSD shall acquire a topographic survey for the area where the new relocatables will be placed.

A handwritten signature in black ink, appearing to be 'JH' followed by a flourish.

SCOPE OF SERVICES:

CONSTRUCTION DOCUMENTS

1. The **Architect will** assist SMCJUHSD in obtaining **proposals for a topographic survey.**
2. The **Architect and Engineers** will develop a set of **Construction Documents** for **submittal to and approval** by SMCJUHSD and the **regulatory authority (DSA)**. The **Construction Documents will** be developed in **sufficient detail for approval and construction.**
3. Conduct **initial site investigation** to examine and **document** existing **conditions.**
4. Provide **book specifications** for **associated materials, components and equipment.**
5. Develop and **submit** **Plan Check submittal documentation** as **required** for project **approval by regulatory authority (DSA).**
6. Address **Plan Check comments** arising from the **plan review process** by **regulatory authority (DSA).**

AGENCY APPROVAL

1. Schedule **DSA approval** via the **DSA "OTC" (Over the Counter) approval process.**

BIDDING AND NEGOTIATION

1. Attend **Pre-Bid meeting** at **Project site.**
2. **Distribute** plans to bidders via an **electronic file-share site.**
3. Provide **clarifications** to bidders as **required.**
4. Respond to **Contractor Requests for Information (RFI)**, as **necessary.**
5. Prepare and **distribute** **Addenda**, as **necessary**

CONSTRUCTION ADMINISTRATION

1. **Pre-Construction Services** include:
 - a. Attend **Pre-Construction meeting.**
2. **Construction Administration Support** includes:
 - a. Respond to **Contractor Requests For Information (RFI).**
 - b. Review and process **submittals and shop drawings** from **Contractor.**
 - c. Process any **required Change Orders** for **approval and execution.**
 - d. Provide **site observation** visits at **milestones** during the course of **construction.**
 - e. **Perform construction 'punch list' services** at the end of the project.

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- f. Review of the 'as-built' drawings submitted by the Contractor.
- g. Submit State required closeout forms and documents.

PROJECT CLOSEOUT

- 1. Submission of DSA required forms.
- 2. Coordination with owner, contractor, IOR and others for PPO per submission of DSA required forms.

SCHEDULE

Upon receipt of Notice to Proceed and a topographic survey, the Architect anticipates 4 weeks to DSA OTC approval.

FEES

In consideration for the services listed above, SMCHUHSD shall compensate TETER on a Fixed Fee basis in the amount of \$39,725.

Construction Documents	45%
Agency Approval	10%
Bidding/Negotiation	15%
Construction Administration	25%
Project Closeout	5%

Invoices will be billed monthly, based on percent complete. Invoices shall be payable within [30] days of invoice date.

REIMBURSABLE EXPENSES

The following expenses incurred on this project are not part of the contract total and will be billed separately:

- 1. Reproductions, plans, reports, and documents required outside of Architect's normal working sets and in-house progress sets shall be a reimbursable expense to be billed as they are incurred plus fifteen percent (15%) of the expenses incurred.
- 2. Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed as they are incurred plus fifteen percent (15%) of the expenses incurred.
- 3. Mileage associated with out-of-town travel [i.e. DSA, plan agency review, etc.] will be billed in accordance with the terms outlined in TETER's Hourly Rate Schedule dated January 1, 2016.

EXCLUSIONS

1. Utility company design and **coordination** fees are not **included**.
2. It is assumed existing **utilities** are adequate for the proposed **work**.
3. DSA/Agency review fees are not **included**.
4. Agency Inspector fees are not **included**.
5. Testing fees are not **included**.
6. DSA Closeout Scope of Services **assumes**:
 - a. **Communication** and **coordination** with **Contractors, IOR, DSA, District, Design Professionals** and Testing Labs to obtain required **documentation**.
7. DSA Closeout Scope of Services **excludes**:
 - a. Compensation to the **Contractors, IOR, Design Professionals** [other than TETER staff]. and **others**.
 - b. DSA "File Reopening Fees" or related fees.
 - c. Assistance with Closeout of other DSA projects that may or may not affect DSA **Approval of this project**.
8. **Preliminary Title Report** and **underlying documents/title review/easement review**.
9. **Boundary Survey/Record of Survey**- boundary lines and **right-of-way** lines will not be shown **without** a Boundary Survey. A Boundary Survey could trigger a Record of Survey in accordance with **the requirements** of Section 8762 of the Land Surveyor's Act.
10. **Storm Water Pollution Prevention Plan (SWPPP) and BMP Monitoring**.
11. **Construction staking**.
12. **Off-Site Utility Capacity Studies/Design/Improvement Plans** not **specified**.
13. Services required for the **preparation** of legal descriptions or other Surveying or Engineering services not **specified**.
14. **As-Built** Surveys.
15. Utility locating services to locate **underground** utilities that are not **identifiable by sight**.
16. **Geotechnical Report** with pavement and concrete **structural recommendations**.
17. **Local Fire Authority Review Fees**
18. **Fire Flow Test**

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of the Ratification of Contract with TETER Architects to Provide Architectural and Engineering Services for the Keyless Entry Access Control Project

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

Board Goals:

- _____ Improve, Monitor and Sustain Student Achievement
- _____ Improve School Climate in Support of Teaching, Learning and Student Safety
- _____ Develop/Sustain Fiscal Solvency
- 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 signed an agreement for architectural services with TETER Architects and Engineers to provide architectural and engineering services for the keyless entry Access Control Project for \$17,940.00

Recommendation:

It is recommended that the Board of Education approve the contract with TETER Architects for the services need for the Keyless Entry Access Control Project.

Fiscal Impact:

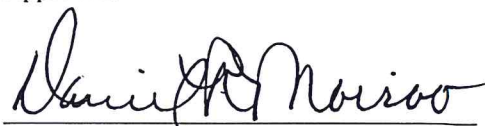
LCAP Funds.

Submitted By:



Sherrie Castellanos
Chief Business Official

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

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 King City High School Access Control 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 procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Survey shall be provided in electronic format.

C. TESTS AND INVESTIGATIONS

1. To the extent required for the Project, the Architect shall assist 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 1.15 times actual cost:
 - a. Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, bidding, construction and record drawings.
 - b. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the District in excess of that stipulated in Article 12 and normally carried by the Architect and Architect's consultants.
 - c. Expense of reproduction of District provided Record Drawings and As-Builts of existing facilities if required by the Architect in the performance of this Agreement.

D. REUSE OF EXISTING PLANS.

In the event Architect reuses existing plans and specifications of another school for the Project, previously prepared by Architect, a credit (or reduction in the Basic Fee) shall be given to the District for such reuse as follows:

1. If the existing documents are a direct reuse of the plans, a credit shall be given the District of 40 percent of the Architect's Construction Document Phase fee that would otherwise be due only (40 percent of the total Project fee), however, the credit shall only apply to the building costs.
2. If the existing documents are a flip or reverse reuse of the plans, a credit shall be calculated at 30 percent of the Architect's Construction Document Phase fee that would otherwise be due only (40 percent of the total Project fee), however, the credit shall only apply to the building costs.
3. In the event of a reuse of documents, the Architect shall be compensated (the credit shall be reduced) on an hourly basis for all work required to redesign and update the plans to accommodate District requested changes, equipment or manufacturer changes, revised code requirements, or other revisions necessitated by the passage of time from the point when the documents were originally produced until the time of reuse. In no event shall the hourly compensation to revisions to plans exceed the Basic Fee that would otherwise be due Architect in the event no reuse had occurred.

E. MULTIPLE BID PACKAGES.

1. If the District decides to utilize Construction Management (CM) and/or Multiple Prime Construction, the Architectural fee shall be increased by three-fourths of a percentage (.75 percent). If so directed by the District as part of the preparation of contract documents, and before initial DSA submittal for approval, final working drawings and specifications shall be prepared so that portions of the work may be performed under separate construction contracts or that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred. Should direction be given after DSA approval of project, the Architectural fee shall be increased by one and one-fourths of a percentage (1.25 percent).
2. Architect agrees to meet and coordinate with District's CM consultants, and to review documents proposed for use by the CM, including specification sections.
3. When the District elects to use CM consultants, the District agrees that the Architect, not the CM consultant, has final approval regarding drawings and specifications as proposed by the CM consultant. Such approval shall not be unreasonably withheld.

ARTICLE 6. PAYMENTS TO ARCHITECT.

- A. For all "Basic Services" satisfactorily performed, the total compensation paid to the Architect for the Project shall be no more than the amount set out in the approved Exhibit "B" to this Agreement for the Project. The Architect's total compensation for a Project under this Agreement shall not exceed **SEVENTEEN THOUSAND NINE HUNDRED FORTY Dollars (\$17,940.00)**. 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. Construction Documents	50 percent
2. Bidding/Negotiation	15 percent
3. Construction Administration	35 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 Architect's 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 ____ day of _____, 2016.

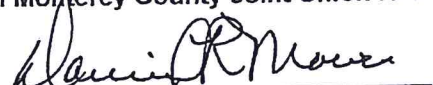
ARCHITECT:

Teter, LLP

By: 
Signature
JAMES E. HICKMAN JR.
Printed Name and License Number
C-23801
Architect/Partner
Title

DISTRICT:

South Monterey County Joint Union HSD

By: 
Signature

Printed Name
Daniel R. Moirao
Title

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Exhibit B

OF ARCHITECT'S AGREEMENT

FOR

KING CITY HIGH SCHOOL ACCESS CONTROL PROJECT

OCTOBER 14, 2016

TETER, LLP shall provide Architectural and Engineering services for a project which shall include, but not be limited to the following upgrades and associated work at approximately 114 doors: Card access readers, electronic locks, wiring to building IDFs, evaluation of existing servers for compatibility with proposed system, and connection to existing servers. Based on the scope of work, this project will not be submitted to an agency for plan review.

BASIC SERVICES:

Architectural and Electrical Engineering services associated with the following phases of work:

Construction Documents

Review District as-builts

Field verification (one visit) door access control, door monitoring, and wiring back to IDF.

Submittal of progress documents (approximately 50% completion) to District for review, and Incorporation of District review comments prior to completion of Construction Documents.

Bidding Phase

Assist with bidding phase, including:

- Address Bid Time Questions
- Develop and distribute Addenda as required
- Bidding Document distribution
- Attend Pre-Bid Walk

Construction Administration Phase

- Address Construction RFI's, Change Order Requests (COR's), etc.
- Review submittals, Pay Applications, and other Construction Phase correspondence
- Periodic site visitation (two visits)

SCHEDULE:

Completion of plans and specifications to occur 4 weeks after written approval to proceed.



COMPENSATION:

For all basic services defined above, compensation shall be a fixed fee of **\$17,940** including reimbursables. Fixed fee will be billed on a monthly basis based on percentage of work completed.

Construction Documents	50%
Bidding/Negotiation	15%
Construction Administration	35%

ASSUMPTIONS/EXCLUSIONS:

The following assumptions and exclusions are not included in the proposed fee:

- A. Scope of services include Architectural and Electrical engineering services only.
- B. This project will not be submitted for agency review
- C. "Notice to Bidders" advertisement is not included in the scope of work or fee proposal.
- D. Existing Electrical service is assumed to be adequate and available
- E. Path of travel and any other accessibility upgrades is excluded
- F. Fire suppression and data not included in the scope
- G. Revisions to CAD plans reflecting contractor's as-built conditions
- H. Hazardous materials testing
- I. Interface with existing security cameras
- J. Existing doors are assumed to be of sound structural condition to receive proposed hardware.

REIMBURSABLES:

Reimbursables are included in the proposed fee.



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

SUBJECT: Board Policies - Second Reading

MEETING: November 9, 2016

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

-
- Improve, Monitor and Sustain Student Achievement
 - Improve School Climate in Support of Teaching, Learning and Student Safety
 - Develop/Sustain Fiscal Solvency
 - Ensure that Facilities are Safe for Staff and Students
 - Ensure Compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The following Board Policies are presented as a second reading/revision for the Governing's Board Consideration:

AR 4115 – Evaluation/Supervision (revised)

AR 4222 – Teacher Aides/Paraprofessionals (revised)

BP 5116.1 – Intradistrict Open Enrollment (revised)

BP 5121 – Grades/Evaluation of Student Achievement (revised)

AR 5151 – Grades/Evaluation of Student Achievement (revised)

BP 5131.62 – Tobacco (revised)

AR 6158 – Independent Study (revised)

Recommendation:

All suggested changes have been made from the first reading. It is recommended that the Board of Education approve the board policies second reading.

Fiscal Impact:

No fiscal impact

Submitted By:



Daniel R. Moirao, Ed. D.
Superintendent

Approved:



Daniel R. Moirao, Ed.D.
Superintendent

Personnel

Evaluation/Supervision

Evaluation of certificated employees shall be conducted in accordance with the procedures established in this administrative regulation and applicable collective bargaining agreements. To the extent that any of those provisions conflict, the procedures in the collective bargaining agreement shall be implemented.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall print and make available to certificated employees written regulations related to the evaluation of their performance in their assigned duties. (Education Code 35171)

(cf. 4112.9 - Employee Notifications)

Frequency of Evaluations

Each probationary certificated employee shall be evaluated at least once each school year. (Education Code 44664)

(cf. 4116 - Probationary/Permanent Status)

(cf. 4117.6 - Decision Not to Rehire)

Each certificated employee with permanent status shall be evaluated and assessed at least every other year. If the employee receives an unsatisfactory evaluation, he/she shall be annually evaluated until he/she achieves a positive evaluation or is separated from the district. (Education Code 44664)

(cf. 4117.4 - Dismissal)

Alternatively, a permanent employee who has been employed by the district at least 10 years and who was rated in his/her previous evaluation as meeting or exceeding standards shall be evaluated at least every five years, if he/she and the evaluator so agree. Either the evaluator or the employee may withdraw consent for the alternative schedule at any time.

(Education Code 44664)

Evaluation Results

Certificated instructional employees shall receive a written copy of their evaluation no later than 30 days before the last scheduled school day of the school year in which the evaluation takes place. Before the last scheduled school day of the school year, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Noninstructional certificated staff members employed on a 12-month basis shall receive a copy of their evaluation no later than June 30 of the year in which the evaluation takes place. Before July 30, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Instructional and noninstructional certificated employees shall have the right to respond in writing to their evaluation. This response shall become a permanent attachment to the employee's personnel file. (Education Code 44663)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily according to teaching standards approved by the Governing Board pursuant to Education Code 44662, the Superintendent or designee shall so notify the employee in writing and shall describe the unsatisfactory performance. The State Administrator/Superintendent or designee shall confer with the employee, make specific recommendations as to areas needing improvement, and endeavor to provide assistance to the employee in his/her performance. (Education Code 44664)

The Superintendent or designee may require any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction to participate in a program designed to improve appropriate areas of performance and to further student achievement and the district's instructional objectives. (Education Code 44664)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Qualifications of Evaluators

The Superintendent or designee shall assign the principal or other appropriate supervisory personnel to evaluate certificated staff. He/she shall ensure that the evaluator:

1. Possesses a valid administrative credential
2. Is competent in the instructional methodologies used by the teachers being evaluated
3. Is skilled in the supervision of instruction and in techniques and procedures related to the evaluation of instruction
4. Is familiar with district curriculum priorities and practices, district standards for student progress, and district policies and procedures related to personnel supervision, performance evaluation, and staff development

(3/06 11/07) 8/14

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: November 9, 2016

King City, California

Personnel

Teacher Aides/Paraprofessionals

Qualifications and Duties of Paraprofessionals

No person shall be initially assigned to assist in instruction as a paraprofessional unless he/she has demonstrated proficiency in reading, writing, and mathematics skills up to or exceeding that required for the district's high school seniors pursuant to Education Code 51220(a) and (f). (Education Code 45330, 45344.5, 45361.5)

A paraprofessional who has passed a proficiency test in another district and was employed in the same capacity shall be considered to have met the district's proficiency standards, unless the district determines that the other district's test is not comparable. (Education Code 45344.5, 45361.5)

Paraprofessionals shall perform only such duties as, in the judgment of the certificated personnel to whom the paraprofessional is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45344)

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

Paraprofessionals need not perform their duties only in the physical presence of the teacher, but the teacher shall retain responsibility for the instruction and supervision of the students in his/her charge. (Education Code 45344)

Additional Qualifications and Duties of Paraprofessionals in Title I Programs

All paraprofessionals working in a program supported by federal Title I funds shall have received a high school diploma or its equivalent. (20 USC 6319; 34 CFR 200.58; Education Code 45330)

(cf. 6171 - Title I Programs)

In addition, at least one of the following criteria shall be met immediately by paraprofessionals hired on or after January 8, 2002, and by the end of the 2005-06 school year by paraprofessionals hired before January 8, 2002: (20 USC 6319; 34 CFR 200.58; Education Code 45330)

1. Completion of at least two years of study at an institution of higher education

In accordance with the definition adopted by the State Board of Education, "two years of study" shall be equal to 48 semester units or equivalent quarter units.

2. Possession of an associate's degree or higher
3. In a manner other than receipt of a high school diploma, met a rigorous standard of quality and demonstrated knowledge of and ability to assist in instructing reading, writing, and mathematics, as demonstrated through a local or state assessment

A paraprofessional who was hired on or before January 1, 2003, shall be deemed to have met the proficiency exam requirements of item #3 above if he/she has previously demonstrated, through a local assessment, knowledge of and an ability to assist in instructing reading, writing, and mathematics. (Education Code 45330)

When a paraprofessional has previously worked in another district, the Superintendent or designee may determine whether any assessments conducted by the previous district satisfy the proficiency criteria of item #3 above.

Items #1-3 above shall not apply to any paraprofessional: (20 USC 6319; 34 CFR 200.58; Education Code 45330)

1. Who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title I programs by acting as a translator
2. Whose duties consist solely of conducting parental involvement activities consistent with 20 USC 6318

Parental Notification

At the beginning of each school year, a parent/guardian shall be notified that he/she may request information regarding whether his/her child is provided services by paraprofessionals and, if so, their qualifications. (20 USC 6311)

(cf. 5145.6 - Parental Notifications)

(11/02 11/03) 11/05

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: November 9, 2016

King City, California

Students

Intradistrict Open Enrollment

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also balancing enrollment in order to maximize the efficient use of district facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5117 - Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5111.13 - Residency for Homeless Children)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment List. (Education Code 48354)

(cf. 5118 - Open Enrollment Act Transfers)

3. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous." (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

4. Any student who is a victim of a violent crime while on school grounds. (20 USC 7912)
5. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances, include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such

student may transfer to a district school that is at capacity and otherwise closed to transfers.

To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)

- a. A written statement from a representative of an appropriate state or local agency, such as a law enforcement official, social worker, or a properly licensed or registered professional, such as a psychiatrist, psychologist, or marriage and family therapist
 - b. A court order, including a temporary restraining order and injunction
6. Sibling of a student already in attendance in that school.
 7. Any student whose parent/guardian is assigned to that school as his/her primary place of employment.

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between December 1st and January 31st of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

Transportation

Except as required by 20 USC 6316 for transfers out of Title I PI schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

(cf. 3250 - Transportation Fees)
(cf. 3540 - Transportation)

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

200.37 Notice of program improvement status, option to transfer

200.39 Program improvement, transfer option

200.42 Corrective action, transfer option

200.43 Restructuring, transfer option

200.44 Public school choice, program improvement schools

200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

Public School Choice, January 2009

Unsafe School Choice Option, May 2004

WEB SITES

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

California Department of Education, Unsafe School Choice Option:

<http://www.cde.ca.gov/ls/ss/se/usco.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

(3/03 11/08) 3/11

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: November 9, 2016

King City, California

Students

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

The Governing Board believes that grades serve a valuable instructional purpose by helping students and parents/guardians understand performance expectations and identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall establish a uniform grading system based on standards that apply to all students in that course and grade level. Principals and teachers shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

(cf. 5124 - Communication with Parents/Guardians)

(cf. 6011 - Academic Standards)

A teacher shall base a student's grades solely on the quality of the student's academic work and his/her mastery of course content based on district standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods, including, but not limited to, tests, projects, portfolios, and/or class discussion as appropriate. Other elements that are not a direct measure of knowledge and understanding of course content, such as attendance, effort, student conduct, and work habits, shall not be factored into the academic grade but may be reported separately.

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

Whenever a student misses an assignment or assessment due to either an excused or unexcused absence, he/she shall be given full credit for subsequent satisfactory completion of the assignment or assessment.

(cf. 6154 - Homework/Makeup Work)

The teacher of each course shall determine the student's grade at the end of each grading period. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy, or administrative regulation. On rare occasions a grade change may occur when it is determined that there has been clerical or mechanical mistakes, fraud, bad faith (e.g. non-compliance with policy or administrative regulation), or incompetency. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

After a grade is assigned by the teacher, the results of a student's performance on certain tests and/or examinations, including but not limited to Advanced Placement (AP), California Assessment State Standards (CASSP) shall not determine or change a student's grade.

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

At all grade levels, report cards may include reports of student progress on specific academic standards applicable to the course and grade level.

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

A report card for a student with a disability may contain information about his/her disability, including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

(cf. 5125 - Student Records)

(cf. 6159 - Individualized Education Program)

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

Effect of Absences on Grades

Students are to be in school each day, unless they are absent with an excused absence.

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.

(cf. 6154 - Homework/Makeup Work)

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).

(cf. 5113 - Absences and Excuses)

Grade Point Average

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point average (GPA), including the courses to be included within the GPA and whether extra grade weighting shall be applied to Advanced Placement, International

Baccalaureate, honors, and/or concurrent postsecondary courses.

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6172.1 - Concurrent Enrollment in College Classes)

Legal Reference:

EDUCATION CODE

48070 Promotion and retention

48205 Excused absences

48800-48802 Enrollment of gifted students in community college

48904-48904.3 Withholding grades, diplomas, or transcripts

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding student's achievement

49069.5 Students in foster care, grades and credits

51242 Exemption from physical education based on participation in interscholastic athletics

69432.9 Cal Grant program; notification of grade point average

76000-76002 Enrollment in community college

CODE OF REGULATIONS, TITLE 5

10060 Criteria for reporting physical education achievement, high schools

30008 Definition of high school grade point average for student aid eligibility

UNITED STATES CODE, TITLE 20

1232g Family Education Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

COURT DECISIONS

Owasso Independent School District v. Falvo, (2002) 534 U.S. 426

Las Virgenes Educators Association v. Las Virgenes Unified School District, (2001) 86

Cal.App.4th 1

Swany v. San Ramon Valley Unified School District, (1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education, (1986) 179

Cal.App.3d 593

Management Resources:

CSBA PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance
Brief, July 2016

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS

CORRESPONDENCE

Report Cards and Transcripts for Students with Disabilities, October 17, 2008

WEB SITES

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

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

California Student Aid Commission: <http://www.csac.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

(11/03 7/09) 7/16

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: November 9, 2016

King City, California

Students

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

The Superintendent or designee shall inform teachers of the district's policy regarding grading, including expectations that grades shall be based on factors that directly measure students' knowledge and skills in the content area and shall not include nonacademic factors.

Report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

(cf. 6020 - Parent Involvement)

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

For each student in grades 9-12, the Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

(cf. 5125 - Student Records)

(cf. 6146.1 - High School Graduation Requirements)

Grades for Achievement

Grades for achievement shall be reported 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.

Because of the more rigorous nature of Advanced Placement, honors, and concurrent postsecondary courses, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

A	(90-100%)	Outstanding Achievement	5.0 grade points
B	(80-89%)	Above Average Achievement	4.0 grade points
C	(70-79%)	Average Achievement	3.0 grade points

(cf. 6141.5 - Advanced Placement)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6172.1 - Concurrent Enrollment in College Classes)

At no time shall extra grade weighting be provided as a result of a student's performance on certain tests and/or examinations; including, but not limited to: Advanced Placement (AP),

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

(cf. 6142.7 - Physical Education)

If a student is excused from a physical education class due to medical (and/or religious) reasons, an alternative means for acquiring the required P.E. credit shall be provided. Medical excuses shall be provided by a licensed physician.

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests. (5 CCR 10060)

High school students may use interscholastic athletic participation to fulfill physical education requirements, as authorized by Education Code 51242; and may be graded on this participation provided that a district-employee, credentialed to teach physical education, supervises this participation and assigns the grade. A district physical education committee will determine the methods of determining the amount of supervised interscholastic athletic participation needed for a grade to be assigned.

(cf. 6145.2 - Athletic Competition)

Grades for College Courses

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

Grades for Citizenship, Study Skills, and Effort

Grades for citizenship, study skills, and effort shall be reported as follows:

- O Outstanding
- S Satisfactory
- N Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of a A-F letter grade.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive a Fail grade shall not receive credit for taking the course.

Repeating Classes

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course.

The highest grade received shall be used in determining the student's overall grade point average (GPA).

Withdrawal from Classes

A student who drops a course during the first six weeks of the grading period may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the grading period shall receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

Effect of Absences on Grades

Teachers who withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians at the beginning of the school year or semester. 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 with the parent.

(cf. 5113 - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

(cf. 6173.1 - Education for Foster Youth)

Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade points assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed.

(cf. 5126 - Awards for Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA. Plus designations are limited to B+, C+, D+, and minus designations are limited to A-, B-, C-, D-.

(7/02 11/03) 7/09

Each academic year, the Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)

(11/03 7/09) 7/15

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: November 9, 2016

King City, California

Students

Tobacco

The Governing Board recognizes the serious health risks presented by tobacco use and desires to ensure that, through adoption of consistent policies, district students are made aware of those risks and, to the extent possible, protected from them. The Superintendent or designee shall establish a coordinated school health system which includes a comprehensive behavioral health education component that teaches students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use.

(cf. 5141.23 - Asthma Management)

The Superintendent or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district students and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products.

Prohibition Against Tobacco Use

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. Prohibited products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.

(Education Code 48900, 48901)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

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

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

Students' possession or use of electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products is also prohibited.

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (Education Code 48900)

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

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any

manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)

1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (Education Code 48900)

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

Prevention Instruction

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12 pursuant to Education Code 51202. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Intervention/Cessation Services

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services shall be provided as an alternative to suspension for tobacco possession.

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.2 - Guidance/Counseling Services)

Program Planning

The district's tobacco-use prevention and intervention program shall be based on an assessment of tobacco-use problems in district schools and the community, an examination of existing services and activities in the community, and a determination of high-risk student populations that are most in need of district services.

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

(cf. 1220 - Citizen Advisory Councils)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee also shall coordinate the district's tobacco-use prevention and intervention program with other district efforts to reduce students' use of illegal substances and to promote student wellness.

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

The Superintendent or designee shall select tobacco-use prevention programs based on the model program designs identified by the California Department of Education (CDE) and may adapt the model to meet district needs. (Health and Safety Code 104420)

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention or intervention funds or materials from the tobacco industry or from any entity which is known to have received funding from the tobacco industry.

(cf. 1325 - Advertising and Promotion)

(cf. 3290 - Gifts, Grants and Bequests)

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

Program Evaluation

To evaluate the effectiveness of the district's program and ensure accountability, the State Administrator/Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the

Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

(cf. 0500 - Accountability)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6162.8 - Research)

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

Legal Reference:

EDUCATION CODE

48900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal and public health and safety

60041 Instructional materials, portrayal of effects of tobacco use

HEALTH AND SAFETY CODE

104350-104495 Tobacco-use prevention education

119405 Unlawful to sell or furnish electronic cigarettes to minors

PENAL CODE

308 Minimum age for tobacco possession

CODE OF REGULATIONS, TITLE 17

6800 Definition, health assessment

6844-6847 Child Health and Disability Prevention program; health assessments

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug-Free Schools and Communities Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 8 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

TUPE Acceptance of Funds Guidance

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000

WEST ED PUBLICATIONS

Guidebook for the California Healthy Kids Survey

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education, Tobacco-Use Prevention Education:
<http://www.cde.ca.gov/ls/he/at/tupe.asp>
California Department of Public Health, Tobacco Control:
<http://www.cdph.ca.gov/programs/tobacco>
California Healthy Kids Resource Center: <http://www.californiahealthykids.org>
California Healthy Kids Survey: <http://www.wested.org/hks>
Centers for Disease Control and Prevention, Smoking and Tobacco Use:
<http://www.cdc.gov/tobacco>
U.S. Surgeon General: <http://www.surgeongeneral.gov>

(7/09 3/11) 4/14

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: November 9, 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.

A written record of the findings of any such evaluation 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)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating 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)

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 in the district, unless a new higher or lower ratio for all other educational programs offered 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 ratio. (Education Code 51745.6)

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(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 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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Adopted: November 9, 2016

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