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

Wednesday, May 24, 2017

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

SUPERINTENDENT
Daniel Moirao, Ed.D.

STUDENT BOARD MEMBER
Daniela Cervantes - GHS
Dusty Miller - KCHS

OPEN SESSION: 5:30 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 asi 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: 5:35 PM

A. Public Employment
B. Employee Discipline/Dismissal/Release/Complaint
C. Negotiations with Employee Organizations and Litigation Settlements
D. Threatened/Potential Litigation
E. Student Matter – Transfer/Discipline
   Recommendation to Expel Student #03:16/17
   Recommendation to Expel Student #04:16/17

OPEN SESSION: 6:30 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. APPROVAL OF AGENDA

D. REPORT OF CLOSED SESSION ACTIONS

E. STUDENT BOARD MEMBER REPORT

F. PRESENTATION
1. Greenfield High School Students
2. DELAC Parent Presentation
3. Recognize Teresa Gama
4. Girl's Inc.

G. BOARD MEMBERS COMMENT

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

El público puede dirigirse a la Mesa Directiva de Educación con respecto a asuntos generales o a asuntos especificados en la agenda. La persona que quiera hablar debe de pedir la forma que se le da a la comunidad pidiendo permiso antes de la junta, indicando si se desea hacer algún comentario sobre un tema de la agenda o algún otro asunto y presentarlo a la Secretaría de el Superintendente. Esta es una oportunidad de dirigirse a la Mesa Directiva de Educación cuando un asunto se esté llevando acabo. A menos que se determine de otra manera por el Superintendente, cada persona tiene un máximo de 3 minutos para hablar. Se hay muchas personas que quieran hablar sobre un asunto especifico entonces habrá un limite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.

I. REPORT FROM SUPERINTENDENT

J. EMPLOYEE ORGANIZATIONS

K. CONSENT AGENDA
1. Approval of Minutes: April 18, 2017 and May 10, 2017 (Pages 1-10)
2. Approval of Personnel Report Dated May 24, 2017 ***(Claudia Arellano, Sr. Director Human Resources) Resources)***
3. Approval of Designation for California Interscholastic Federation (CIF) League Representative for the 2017-2018 School Year ***(Daniel Moirao, Ed.D., Superintendent)*** (Pages 11-12)
4. Approval of Contracts: (Pages 13-14)
    1. Approval of the Proposal for Abacherli Fence Co. ***(Sherrie S. Castellanos, CBO)*** (Pages 15-16)
    2. Approval of the Additional Amount to Felice Consulting Services' Agreement ***(Sherrie S. Castellanos, CBO)*** (Pages 17-18)
    3. Approval of the First Amendment to Option and Land Lease Agreement with GTE Mobilnet ***(Sherrie S. Castellanos, CBO)*** (Pages 19-32)
    4. Approval of Agreement for Professional Services: Heather's Behavior Support Services ***(Diana Jimenez, Director of Educational Services)*** (Pages 33-37)
    5. Approval of Retroactive Change Order for Disaster Kleenup Specialist ***(Sherrie S. Castellanos, CBO)*** (Pages 38-47)
    6. Approval of 2017-18 Application for Funding Agricultural Career Technical Education Incentive Grant – KCHS ***(Sherrie S. Castellanos, CBO)*** (Pages 48-57)
    7. Approval of 2017-18 Application for Funding Agricultural Career Technical Education Incentive Grant – GHS ***(Sherrie S. Castellanos, CBO)*** (Pages 58-61)
    8. Approval of Amended Agreement with Michelle Steiner Abbott ***(Carla Morris, Special Education Manager)*** (Pages 62-65)
    9. Approval of Fiscal Crisis & Management Assistance Team Study Agreement ***(Sherrie S. Castellanos, CBO)*** (Page 66-71)

10. Approval of the Agreement Between MCOE and SMCJUIHSD for the Use of a Classroom at GHS ***(Sherrie S. Castellanos, CBO)*** (Pages 72-76)

5. Ratification of Agreement Between SMCJUHSD and Avenida & Associates Inc. ***(Claudia Arellano, Sr. Director Human Resources)*** (Pages 77-80)

L. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

M. PUBLIC HEARING
1. College & Career Access Pathways Partnership

N. INFORMATION ITEMS
1. Migrant Students Traveling to the Speech and Debate State Tournament from May 5 to May 6, 2017 ***(Angelica Fonseca, Director, Migrant Education Region XVI)*** (Page 81)
2. Migrant Students Traveling to Fresno for Residential Summer Program from June 19 through July 14, 2017 ***(Angelica Fonseca, Director, Migrant Education Region XVI)*** (Page 82)
3. Migrant Students Traveling on World Strides Washington Trip from June 10 through June 17 ***(Angelica Fonseca, Director, Migrant Education Region XVI)*** (Page 83)
4. King City High School Prom on May 27 to Gilroy Gardens ***(Jose Guerrero, ASB Activities Director)*** (Page 84)
5. School Services District Unification Analysis ***(Daniel Moirao, Ed.D., Superintendent)*** (Pages 85-109)
6. P-2 ADA Report – Pinnacle Academy Charter ***(Sherrie S. Castellanos, CBO)*** (Pages 110-114)
7. P-2 ADA Report – South Monterey County Joint Union High School District ***(Sherrie S. Castellanos, CBO)*** (Pages 115-120)
8. Regular Meeting of the Board June, 2017 ***(Daniel Moirao, Ed.D., Superintendent)*** (Page 121)
9. Board Policies – First Reading (Pages 122-211)
   BP 5141.52 Suicide Prevention (new)
   AR 5141.52 Suicide Prevention (new)
   BP 5148.2 Before/After School Programs (new)
   AR 5148.2 Before/After School Programs (new)
   BP 6142.2 World Foreign Language Instruction (new)
   AR 6142.2 World Foreign Language Introduction (new)
   BP 6144 Controversial Issues (revised)
   BP 6174 Education for English Language Learners (substantially revised)
   AR 6174 Education for English Language Learners (substantially revised)
   BP 6176 Weekend Saturday Classes (revised)
   E5145.6 Parental Notifications (revised)

O. ACTION ITEMS
1. Approval of Superintendent's Contract ***(Paulette Bumbalough, Board President)*** (Pages 212-225)
2. Approval of Addendum to New Superintendent's Contract ***(Paulette Bumbalough, Board President)*** (Pages 226-227)
3. Approval of Addendum to Superintendents Contract ***(Paulette Bumbalough, Board President)*** (Pages 228-229)
4. Approval of the Revised SARC for Greenfield High School 2015-2016 ***(Sherrie S. Castellanos, CBO)*** (Pages 230-256)
5. Approval of King City High School Safety Plan (available upon request) ***(Steve James, Ed.D., Director of Alternative Placement for Student Success)*** (Page 257)
6. Approval of Greenfield High School Safety Plan (available upon request) ***(Steve James, Ed.D. Director of Alternative Placement for Student Success)*** (Page 258)
7. Approval of Portola-Butler High School Safety Plan (available upon request ***(Steve James, Ed.D., Director of Alternative Placement for Student Success)*** (Page 259)
8. Approval of District Safety Plan (available upon request) ***(Steve James, Ed.D., Director of Alternative Placement for Student Success)*** (Page 260)

9. Approval of Greenfield High School Site Plans ***(Diana Jimenez, Director of Educational Services)*** (Pages 261-304)
10. Approval of King City High School Site Plans ***(Diana Jimenez, Director of Educational Services)*** (Pages 305-369)
11. Approval of Portola-Butler High School Site Plans ***(Diana Jimenez, Director of Educational Services)*** (Pages 370-393)
12. Approval of Pinnacle Academy Charter School Site Plans ***(Diana Jimenez, Director of Educational Services)*** (Pages 394-409)
13. Approval of College & Career Access Pathways Agreement with Hartnell College ***(Daniel Moirao, Ed.D., Superintendent)*** (Pages 410-419)
14. Approval of Resolution 25:16/17 Ordering an Election to Authorize the Issuance of School Bonds ***(Sherrie S. Castellanos, CBO)*** (Pages 420-433)
15. Approval of Resolution 26:16/17, FTJ Fund Choice as a Provider for 457 Retirement Contributions ***(Sherrie S. Castellanos, CBO)*** (Pages 434-435)
16. Approval of Declaration of Need for Fully Qualified Educators ***(Claudia Arellano, Sr. Director Human Resources)*** (Pages 436-439)
17. Board Policies – Second Reading ***(Daniel Moirao, Ed.D., Superintendent)*** (Pages 440-500)
    BP 0460 – Local Control and Accountability Plan
    BP 3260 Fees and Charges (revised)
    AR 3260 Fees and Charges (revised)
    AR 3350 - Travel Expenses (revised)
    AR 4112.22 - Staff Teaching English Learners (new)
    E 4112.9 - Employee Notification (revised)
    AR 4161.1, 4361.1 - Personal Illness, Injury Leave (revised)
    AR 4261.1 - Personal Illness Injury Leave (revised)
    BP 5111 - Residency (revised)
    BP 5111.1 - District Residency (new)
    BP 5113 - Absences and Excuses (revised)
    AR 5113 - Absences and Excuses (revised)
    BP 9250 - Remuneration, Reimbursement, and other Benefits (revised)

P. PROMOTING DISTRICT

Q. FUTURE AGENDA ITEMS/MEETING DATES
June 6, 2017 – Study Session – King City
June 28, 2017 – Regular Board Meeting – King City
July 5, 2017 – Study Session – King City (if needed)
July 26, 2017 – Regular Board Meeting – Greenfield High School (if needed)
August 1, 2017 – Study Session – King City
August 23, 2017 – Regular Board Meeting – King City
September 5, 2017 – Study Session – King City
September 27, 2017 – Regular Board Meeting – Greenfield High School
October 3, 2017 – Study Session - King City
October 25, 2017 – Regular Board Meeting – King City
November 7, 2017 – Study Session – King City
November 15, 2017 – Regular Board Meeting – Greenfield High School
December 5, 2017 – Study Session – King City
December 13, 2017 – Regular Board Meeting – King City

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

S. SIGNING OF PAPERS

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

Tuesday, April 18, 2017

Minutes

BOARD OF EDUCATION
Paulette Bumbalough – President - Present
David Gaboni – Clerk - Present
Joe Santibanez – 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
E. Superintendent Contract

OPEN SESSION:

Call to Order
Paulette Bumbalough stepped out for a brief time, David Gaboni called the meeting to order at 6:30 PM.

Flag Salute
David Gaboni led in the flag salute.

Approval of Agenda
Motion made by Paul Dake and seconded by Joe Santibanez to approve the agenda.

All Board members said Aye.

Report of Closed Session Actions
David Gaboni said the Board has agreed to enter into an agreement with a new superintendent. The Board also approved the Personnel Report.

Student Board Member Report
Angelica Matos said she will be representing Dusty Miller this evening. On Friday, May 4, KCHS FFA will be having their end of the year banquet. The Scholarship banquet will be held on May 1, at 6:00 PM at the Salinas Valley Fairgrounds. The Prom will on May 27 at Gilroy Gardens.

PRESENTATION

King City High School Student
Angelica Matos said when she started attending King City High School it was the first time she enrolled in a public school. She commutes from Castroville daily with her mother and sister. She has grown up knowing she can do anything that she set her mind to, no one can achieve what she wants except herself. She values hard work, commitment and dedication.

Even with her lengthy commute she has managed to be actively involved in school as well as community activities. She has been an active member on the volleyball team for all 4 years. She was awarded the best volleyball defensive player in her senior year. She has been on the swim team where she was awarded most valuable swimmer for two years. She has also been involved in FFA for all four years receiving the green hand and chapter and state degree and awards for her proficiency in specialty animals at the section and regional level. She is the Commissioner of Athletics for ASB and the 2017 class representative.

She applied and was accepted to attend California State University Maritime Academy and major in global studies and maritime affairs. The university values dedication, honor, integrity, and respect. These are similar to the values she gained throughout her upbringing and education. After she receives her Bachelor of Arts degree she will pursue her Masters. Her goal is to enter the field of law enforcement and become a member of the United States Department of Homeland Security.

She is grateful for the relationships she has made with her teachers and coaches. With their guidance they inspired her, and put her on the right track and helped her through the tough years. She will miss the support she has received from the community and school.

One of her most memorable experiences at high school was in her first year on the JV volleyball team. They made it to the CCS playoffs, she was advanced to the varsity team and they made it to the CCS playoffs for three years.

As the principal's daughter her mother does not miss out on her events, but on the other hand she cannot get away with anything.

She recalls the first day she had to attend King City High School she cried all the way to school, she did not want to attend a school where she did not know anyone. In looking back, she has excelled and gained lifelong friendships and experiences that she would not have received elsewhere. At King City High School everyone knows your name and who you are and where you came from. California State University Maritime Academy has approximately 1,000 students, much like King City High School, everyone lives and works together helping each other along the way, much like her to be alma mater.

David Gaboni said he appreciated her goals and the many activities she has been involved in while attending King City High School and wished her much success.

Board Member Comment

Leslie Girard said she finished her last Masters in Governance training. She felt the last course was the best. She said she has heard the course may be given on line. She found it extremely valuable meeting other board members from other districts at the trainings. She still collaborates with other members from the first four courses. She felt all districts should require their Board members attend the training. She appreciated the opportunity attending the sessions.

Paul Dake said he made a site visit to Dos Palos on March 27. On March 30 he attended a unification meeting at MCOE. There were representatives from the county school board commission on unification, members from the Greenfield Union School District including a couple of their Board members, Dr. Moirao, Sherrie Castellanos, he and David Gaboni and Dr. Kotowski. They discussed the process to reach their goals.

Joe Santibanez appreciated the spring break and hoped everyone came back refreshed.

David Gaboni congratulated Leslie Girard for completing her training. He said he too visited Dos Palos on March 27 and attended the unification meeting at MCOE on March 30. He welcomed everyone back from spring break.

Public Comment

There were not any comments from the public.

Report from Superintendent
Dr. Moirao said we are in the final last 6 weeks of school. He reminded the Board the Portola-Butler graduation is on Thursday, June 1 time TBD, Greenfield High School graduation is on Friday, June 2 at 9:00 AM., and King City High School graduation is on Saturday, June 3 at 9:00 AM. He hoped the Board members could attend all of the graduations. Please let Shirley know if you will not be able to attend.

Dr. Moirao said the next study session is scheduled for May 2, but he now has a conflict with that date. He asked the Board if the meeting could be changed to Wednesday, May 10. The Board checked their calendars and it was decided to have the meeting on May 10.

Dr. Moirao reminded the Board the King City High School Scholarship Banquet is on Monday, May 1 starting at 6:00 PM at the Salinas Valley Fairgrounds. Greenfield High School will have their FFA Awards Banquet on Friday, May 5 in the student union.

Dr. Moirao said he received an interesting email, he is now checking out the validity of the company. It was from the Educational Results Partnership and the Campaign for Business and Education Excellence. Schools are placed on their honor roll if they demonstrate consistently high levels of student academic achievement, improvement in achievement over time, and reduction in achievement gaps. For high schools this also includes college readiness in students. Across the country 1866 higher performing schools are being recognized, based on the email King City has made the honor roll.

Leslie Girard asked if the email could be forwarded to the Board members. Dr. Moirao said he would send it to them.

Employee Organizations
There were not any comments from the employee organizations.

Consent Agenda

1. Approval of Minutes: March 18, 2017, March 22, 2017, March 27, 2017, and April 5, 2017
2. Approval of Personnel Report Dated April 18, 2017
3. Approval of Accounts Payable Warrants – January 2017 through March 2017
4. Approval of Purchase Orders – January 2017 through March 2017
5. Approval of Contracts:
    1. Approval of Joint Exercise of Powers Agreement for the Mission Trails Regional Occupational Program
    2. Approval of MOU Between the County of Monterey Probation Department, City of King, King City
    3. Approval of Contract with Generation Ready
    4. Approval of Individual Services Agreement with Soledad Union School

Motion made by Paul Dake and seconded by Joe Santibanez to approve the consent agenda.

All Board members said Aye except Paulette Bumbalough who abstained because she had been away from the first portion of the meeting.

Consent Items Removed for Comment/Questions
There were not any items removed for comments or questions.

INFORMATION ITEMS

Curriculum and Instruction Update
Diana Jimenez distributed an outline and chart of the Equity Institute with the desired goals and indicator of desired results.

At the bottom of page 2 of the information covered the essential tools for cultural proficiencies and barriers.

This year administration, some district office staff, counselors, managers and Parent Coordinators attended the Equity Institute sessions. More training will be provided next year for additional staff.

Paulette Bumbalough said this is such a huge topic, it is overdue and should be established as a norm.

Unification Update
Dr. Moirao said he had an opportunity to attend a meeting at MCOE regarding the unification effort. The focus was on our loan, because of the wording of the loan we cannot change the governance structure of the loan. Only the individuals who purchased the bond for the loan can approve any changes. As a result, a request has been made to hire a consultant to work with the borrowers, our district is being asked to split the cost of the consultant with the Greenfield Union School District. Originally School Services of California was commissioned to complete an impact report on unification. Dr. Moirao said last week he and Sherrie Castellanos discussed the report with School Services of California, it was noted some modifications needed to be made to the report. As of today we have not received the revised report.

Dr. Moirao said he wanted to compliment Paul Dake and David Gaboni for handing the situation at the MCOE meeting when they were put on the spot. Both said they represented only one person and did not have enough information to commit to anything.

Leslie Girard asked who presented the question to our Board members. Dr. Moirao said the County Superintendent of Schools.

David Gaboni said it was rather awkward since she is his boss.

Dr. Moirao said he and Diana Jimenez continue to meet with their superintendent and their Director of Educational Services, changes are taking place.

Paulette Bumbalough said she understands School Services of California was contacted regarding corrections to their report. At what point would the report be completed and available. Dr. Moirao said he expected the report any time now. He added, School Services of California agreed to the changes which he and Ms. Castellanos discussed with them.

School Enrollment, Attendance, and Referral Statistics
Paulette Bumbalough said she was concerned about the 65% Home Hospital rate. She asked if the issue was because the student is not able to meet with the teacher? Dr. Moirao said it depends on the condition of the student. The student may not want to meet with the teacher, or the student could be hospitalized. Because there are not many students in the program, only a few will affect the percentage.

Cashflow Summary Report for 2016-2017
The Board did not have any questions on the cash flow summary report.

Revenue and Expenditures for 2016-2017
Paulette Bumbalough inquired how we were doing on our reserves. Dr. Moirao said our board policy is 17% and we are hovering around 22%. He added, it is nice having the money, but remember we need to keep the students in mind and should be spending it on them.

Paulette Bumbalough appreciated the additional information Sherrie Castellanos provided to the Board on the unaudited actuals.

Greenfield High School Williams Facility Report Through March 2017
Paulette Bumbalough said it is wonderful seeing all of the things which have been accomplished at Greenfield High School.

College & Career Access Pathways Partnership Agreement
Dr. Moirao said this is a process for us and an opportunity for our students. This would allow Hartnell College to teach courses on our campus for students to receive college credits. For this month this is an information item. Next month it will be an item under public hearing and an action item.

Paulette Bumbalough asked if any of our current high school teachers would be displaced. Dr. Moirao said he did not know if anyone would be displaced. There are many details to be resolved. If there were this potential, it would have to be negotiated.

Leslie Girard asked if this program would be available on both of the campuses. Dr. Moirao said yes.

Paulette Bumbalough was concerned about the cost of the books and supplies. Dr. Moirao said in order for the student to receive credits for the course they would need to purchase the books and supplies. The comment was made we need to keep in mind those students who would like to attend a course, but would not have the money to pay for the books. If we offer those courses we must find a way to provide all students access. This is an equity issue.

Leslie Girard said we should figure out funding for those students who cannot afford the books. She also asked what kind of courses would be offered. Dr. Moirao said students could take undergraduate courses they would need before going to college. By taking these courses it would allow students to get into a 4-year college.

Paul Dake said he understands this is an information item at this time. Dr. Moirao said that was correct. The process was to have the item as an information item on this board agenda and then action item next month.

Overnight GEAR UP Trip for GHS Student to Visit CSU Campuses on April 12 and April 13, 2017
Dr. Moirao said this is an information item only since the trip occurred during spring break.

Board Policies – First Reading
BP 0460 – Local Control and Accountability Plan
BP 3260 – Fees and Charges (revised)
AR 3260 – Fees and Charges (revised)
AR 3350 – Travel Expenses (revised)
AR 4112.22 – Staff Teaching English Learners (new)
E 4112.9 – Employee Notification (revised)
AR 4161.1, 4361.1 – Personal Illness, Injury Leave (revised)
AR 4261.1 – Personal Illness Injury Leave (revised)
BP 5111 – Residency (revised)
BP 5111.1 – District Residency (new)
BP 5113 – Absences and Excuses (revised)
AR 5113 – Absences and Excuses (revised)
BP 9250 – Remuneration, Reimbursement, and other Benefits (revised)

Paulette Bumbalough said on page 163, in the first paragraph, it reads "the superintendent or designee is authorized to attend meetings and conferences which are of interest to the district." She would like to have the wording changed to "benefit of the district". She felt there would be more accountability with the change. Dr. Moirao said it could be changed. Paulette Bumbalough informed the Board members if they had any stronger wording to give those suggestions to Dr. Moirao before the second reading of policy AR 3350.

David Gaboni said he appreciated the increased parking allowance in the same board policy. Parking in Sacramento or San Francisco is very expensive.

Leslie Girard asked if the gratuities and tips in AR 3350 page 166, are the same for staff. Dr. Moirao said we are aligning the policy for the Board with staff. She said she is not reading it the way she feels it is intended. Dr. Moirao said he will work with the wording to make sure they are the same.

ACTION ITEMS

Approval of Resolution 21:16/17 Proclaiming and Honoring California Day of the Teacher
Motion made by David Gaboni and seconded by Leslie Girard to approve Resolution 21:16/17 Proclaiming and Honoring California Day of the Teacher.

Dr. Moirao said this is the time of the year we honor our certificated staff. Dr. Moirao said a memo will be given to staff as well as a small gift.

Leslie Girard felt this was a great gesture for our certificated staff.

Approval of Resolution 22:16/17 Proclaiming and Honoring Classified School Employee Week
Motion made by Leslie Girard and seconded by Paul Dake to approve Resolution 22:16/17 Proclaiming and Honoring Classified School Employee Week.

Paulette Bumbalough said she is pleased to know the classified staff will be recognized for their contribution to the district.

Approval of Resolution 23:16/17 Cost Sharing of Financial Advisor
Dr. Moirao said before a motion is made he felt it was important to have a discussion. This resolution refers back to his report he gave earlier in the evening regarding the unification meeting at MCOE. He said this was a gentle person's agreement, he has struggled long and hard for what is the right decision. A statement was made in the unification meeting that day indicating we represent a portion of Greenfield, and have some responsibility to them. Dr. Moirao said the Board has several options: the recommendation can be to approve, the recommendation can be made to vote the resolution down, defer to a later date, or it can die due to lack of a motion.

Dr. Moirao said by sharing the cost of the financial advisor it will dip into our reserves. Dr. Moirao said he and Linda Grundhoffer, State Trustee, had a conversation, there may be another option with a different cost. The Board really does not have all of the information needed to make a decision until the report from School Services of California has been reviewed. Dr. Moirao said the Board could defer the vote to a later date after all of the information has been received and reviewed.

Paulette Bumbalough said she would like to propose a vote be deferred until we have all of the information from School Services of California. She would also like to know the other options Linda Grundhoffer will have after she has had an opportunity to do more research.

Joe Santibanez said as a resident of Greenfield, he would recommend deferring a vote pending the availability of more information.

Paul Dake said, after the meeting with MCOE, one of the comments made was that the Greenfield Union School District is the one requesting the financial advisor. Since it is something they want they should hire the financial advisor. The impression during the meeting was that our district should share the cost of the financial advisor.

Paul Dake said as a resident of Greenfield, this is something the Greenfield Union School District should have done. He is recommending to defer the vote until the School Services of California report is available and we have more information.

Dr. Moirao said he does not want to relinquish our authority on the loan.

Paul Dake said at the MCOE meeting King City High School District was referred to frequently rather than the South Monterey County Joint Union High School District. This set the tone of the meeting leaving out Greenfield High School. Mr. Dake said Dr. Moirao had to remind the County Superintendent of Schools the correct name for the district is the South Monterey County Joint Union High School District which encompasses the feeder district to our district.

Paulette Bumbalough said it is not fair that the Greenfield community has not been given the correct direction.

Leslie Girard said part of her feels this is a political issue and that we are being bullied. If the Greenfield Union School District is not indicating they can financially support unification and can't pay for the financial advisor, why are they going forward. She said she has been left with a sour taste because of the discussion of the contact with the

Ibank by someone other than ourselves. The $25,000 which is being suggested we pay for the financial advisor can be used for our own students.

Joe Santibanez asked if the total cost is $25,000. Dr. Moirao said it could go up to $50,000.

David Gaboni said what upset him was the County Board had made a decision several months ago based on the information from Capital Advisors. In the original report from School Services of California items 3, 6 and 9 were reviewed. He understood the decision at that time was that the Greenfield Union School District could not financially support the unification and they would have to provide proof of their financial stability, so he does not understand why the question of pursuing the borrowers for the loan is being requested. The report showed if the Greenfield Union School District unified with Greenfield High School they would be deficit spending in the amount of $1.2 million in the first year and then in three years the amount would increase to $3 million. It was mentioned all of the salaries would have to be increased, therefore they would have to be cuts in other areas.

Mr. Gaboni said he thought this meeting was for the Greenfield Union School District to show how they were progressing. He felt our district was thrown under the bus and the County Superintendent of Schools was not backing our district up. He would strongly vote a no until we have the report from School Services of California. We are here for what is best for the students.

Paulette Bumbalough suggested the Board send a letter to the County Superintendent of Schools. Leslie Girard said she feels our district is being pressured by outside people, it is unfair for students in our district as well as the Greenfield Union School District. She felt the county does not have our best interest at heart. The students should be the focus.

David Gaboni said he felt it was a conflict of interest for Mr. Uranga to contact the Ibank regarding the loan. He understands at one point his wife, Anna Caballero, was on the Ibank board and may still have had contacts, but felt this was not appropriate for Mr. Uranga to contact them. Mr. Gaboni said the only way we heard about the Ibank meeting several months ago was only by accident. Our district had not been contacted regarding the meeting. He added, when he passed this information on to Dr. Moirao and he followed up with the county office he was told he could not attend the meeting.

Joe Santibanez felt this was very disrespectful to both Dr. Moirao and the district.

Joe Santibanez said he would defer a vote until the School Services of California report is available for review.

Paulette Bumbalough suggested she work with Dr. Moirao to compose a letter to Dr. Kotowski from the Board.

David Gaboni asked, since the loan was reduced a few years ago would that remain the same. Dr. Moirao said there was no guarantee it would remain the same. Leslie Girard reiterated it was unprofessional and she felt it was a conflict of interest regarding Mr. Uranga having any contact with the Ibank just because his wife was once on the Ibank board.

Dr. Moirao said after the discussion this evening he is withdrawing his recommendation to approve the resolution.

Paul Dake said he would move to defer action pending the School Service of California report. Joe Santibanez seconded the recommendation.

Dr. Moirao recommended the Board take a roll call vote.

Leslie Girard said Nay, Paul Dake said Nay, Joe Santibanez said Aye, David Gaboni said Nay, Paulette Bumbalough said Aye.

Approval of Resolution 24:16/17 Final Action to Eliminate Particular Kinds of Services
Motion made by Paul Dake and seconded by Leslie Girard to approve Resolution 24:16/17 Final Action to Eliminate Particular Kinds of Services.

Dr. Moirao said at a prior board meeting the Board approved a resolution to reduce or discontinue particular kinds of services resulting in the elimination of 1.0 FTE of certificated services for the 2017-2018 school year. The Board now needs to take final action and the district will provide final notification to the affected employee.

All Board members said Aye.

Approval of a Grant from The Rotary Foundation to be Applied Toward a Scholarship in the Amount of $2,000 for Greenfield High School
Motion made by Leslie Girard and seconded by Joe Santibanez to approve the Rotary Foundation donation to GHS for a scholarship for students at GHS.

Mr. Lynch said the decision has been made to give four $500 scholarships.

All Board members said Aye.

Approval of MOU with the SMCJUHSD and CSU Monterey Bay Teacher Internship Program through its College of Education
Motion made by Leslie Girard and seconded by David Gaboni to approve the MOU with the SMCJUHSD and CSU Monterey Bay Teacher Internship Program through it College of Education.

Dr. Moirao said the district partners with CSUMB to hire interns for teaching positions when a suitable fully credentialed teacher is not available. This MOU is required in order to continue this partnership with CSUMB, and in order to employ individuals with the University sponsored internship credential program. Our goal is to have fully credentialed staff.

Paul Dake inquired if this was a two-year program. Claudia Arellano responded yes.

All Board members said Aye.

Approval of Agreement Between Concordia University Irvine, School of Education and SMCJUHSD for Placement of School Counselor Candidates
Motion made by Paul Dake and seconded by Joe Santibanez to approve the agreement between Concordia University Irvine, School of Education and SMCJUHSD for placement of school counselor candidates.

Dr. Moirao said the district would like to enter into an agreement with Concordia University for student counselors. By approval of the agreement it will allow an opportunity to establish a professional partnership with the university in support of candidates enrolled in the Master's program for school counseling. This program would not only assist the student who wants to be a counselor, it will also benefit our students by providing more counselors.

Paul Dake asked how we became aware of the program. Claudia Arellano said it as an online program and they contacted us.

All Board members said Aye.

Approval of Mileage Stipend for all Sr. Directors
Motion made by Joe Santibanez and seconded by David Gaboni to approve the mileage stipend for all Senior Directors.

Dr. Moirao said there are two senior directors who frequently travel on district business. They currently submit a mileage claim; this change would give them a monthly mileage stipend.

Paulette Bumbalough asked if this stipend being authorized is from this point on. Dr. Moirao said it would be effective May 1.

David Gaboni said he has a question about the adult transition program, but he recognizes it is now out of order. Paulette Bumbalough said he could ask the question aside from the meeting.

Promoting District
The Board recommended promoting Day of the Teacher, Week of the Classified Employees, and Angelica Matos for her student presentation.

If we do receive recognition from Educational Results Partnership and the Campaign for Business and Education Excellence, this should also be promoted.

Future Agenda Items/Meeting Dates
May 10, 2017 – Study Session – King City
May 24, 2017 – Regular Board Meeting – Greenfield High School
June 6, 2017 – Study Session – King City
June 28, 2017 – Regular Board Meeting – King City
July 5, 2017 – Study Session – King City (if needed)
July 26, 2017 – Regular Board Meeting – Greenfield High School (if needed)
August 1, 2017 – Study Session – King City
August 23, 2017 – Regular Board Meeting – King City
September 5, 2017 – Study Session – King City
September 27, 2017 – Regular Board Meeting – Greenfield High School
October 3, 2017 – Study Session - King City
October 25, 2017 – Regular Board Meeting – King City
November 7, 2017 – Study Session – King City
November 15, 2017 – Regular Board Meeting – Greenfield High School
December 5, 2017 – Study Session – King City
December 13, 2017 – Regular Board Meeting – King City

The decision was made to change the board study session from May 2 to May 10.

Adjournment
Paulette Bumbalough adjourned the meeting at 8:58 PM

Signing of Papers
Dr. Moirao and Paulette Bumbalough signed appropriate papers.

Paulette Bumbalough, Board President _____ Date _____

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

Wednesday, May 10, 2017

Minutes

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

SUPERINTENDENT
Daniel Moirao, Ed.D.- Present

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. Superintendent Employment/Contract
B. Expulsions
C. Contract Negotiations

OPEN SESSION:

Call to Order
Paulette Bumbalough called the meeting to order at 6:03 PM.

Flag Salute
Paulette Bumbalough led in the flag salute.

Report of Closed Session Actions
Paulette Bumbalough said expulsions were pulled from the agenda. Paulette Bumbalough announced the Board has completed the search for a new superintendent. Dr. Brian Walker has signed the agreement. His contract will be approved at the May 24 board meeting, he and his wife will be introduced at that time.

Public Comment
There were not any comments from the public.

INFORMATION

Budget Review
Sherrie Castellanos reviewed the budget with Board and Ralph Rianda.

ADJOURNMENT TO CLOSED SESSION

Paulette Bumbalough adjourned the meeting to closed session at 6:42 PM.

Report of Closed Session Actions
There was not action to report from closed session.

Adjournment
Paulette Bumbalough adjourned the meeting at 6:55 PM.

_____
Paulette Bumbalough, Board President

_____
Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of the Designation for California Interscholastic Federation (CIF) League Representatives for the 2017-18 School Year

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

X **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:
Each year individuals from the district are designated CIF Representatives. The Principals, Assistant Principals and Athletic Directors from the comprehensive sites are being designated at the representatives.

Recommendation:
The recommendation is being made for the Board of Education to approve the appointed district employees as the CIF Representatives.

Fiscal Impact:
None

Submitted By:

Daniel R. Moirao, Ed.D.
State Administrator

Approved:

Daniel R. Moirao, Ed.D.
State Administrator

2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.**

South Monterey County Joint Union High School District School District/Governing Board at its May 24, 2017 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2017-2018 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Greenfield High School
NAME OF REPRESENTATIVE Frank Lynch POSITION Principal
ADDRESS 225 S. El Camino Real CITY Greenfield ZIP 93927
PHONE 831.674-2751 FAX 831.674-2646 E-MAIL flynch@smcjuhsd.org

****

NAME OF SCHOOL Greenfield High School
NAME OF REPRESENTATIVE Jeffrey Frase POSITION Vice Principal
ADDRESS 225 S. El Camino Real CITY Greenfield ZIP 93927
PHONE 831.674-2751 FAX 831.674-2646 E-MAIL jfrase@smcjuhsd.org

****

NAME OF SCHOOL King City High School
NAME OF REPRESENTATIVE Janet Matos POSITION Principal
ADDRESS 720 Broadway CITY King City ZIP 93930
PHONE 831.385-5461 FAX 831.385-0901 E-MAIL jmatos@smcjuhsd.org

****

NAME OF SCHOOL King City High School
NAME OF REPRESENTATIVE Michael Gray POSITION Vice Principal
ADDRESS 720 Broadway CITY King City ZIP 93930
PHONE 831.385-5461 FAX 831.385-0901 E-MAIL mgray@smcjuhsd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ Fax _____

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Contracts

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

X ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:
Attached are ten agreements presented for approval:
Abacherli Fence Company
Felice Consulting Services
GTE Mobilnet (Verizon Wireless)
Heather's Behavior Support
Disaster Kleenup Specialists
Agricultural Career Technical Education Incentive Grant KCHS (Revenue)
Agricultural Career Technical Education Incentive Grant GHS (Revenue)
Michelle Steiner
FCMAT Study Agreement
MCOE Facilties at Greenfield

Recommendation:
It is recommended that the Board of Education approve the ten agreements:

Fiscal Impact:
Abacherli Fence Company - $3,540
Felice Consulting Services - $25,110
GTE Mobilnet (Verizon Wireless) - None
Heather's Behavior Support - $13,500
Disaster Kleenup Specialist - $8,114.32 (retroactive approval)
Agricultural Career Technical Education Incentive Grant (Revenue) - $27,212
Agricultural Career Technical Education Incentive Grant KCHS (Revenue) - $15,192
Michelle Steiner - $5,000
FCMAT Study Agreement - $6,000
MCOE Facilities at Greenfield - $0.00 (retroactive approval)

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Contracts

MEETING: May 24, 2017

AGENDA SECTION:

☐ ACTION
☐ INFORMATION
☒ ACTION/CONSENT

Description	Company or Contractor Name:	Contract Description	Original Contract Amount	Additional Contract Amount	Funding Source (s)	No Budget Adjustment Required	Requires Budget Adjustment (may impact	Current Approval Amount	Fiscal Year
Construction	Abacherli Fence Co.	Fencing	$3,540	N/A	Routine Restricted Maintenance	N/A	N/A	$3,540	2016/17
Construction	Felice Consulting Services	Construction Management	$25,110	$42,160	General Fund/Prop 39	N/A	N/A	$42,160	2017/18
Construction	GTE Mobilnet (Verizon Wireless)	Amendment - Language	N/A	N/A	N/A	N/A	N/A	N/A	2016/17
Professional Development	Heather's Behavior Support Services	Training & Technical Assistance	$13,500	N/A	Supplemental & Concentration Grants - Goal 3b	N/A	N/A	$13,500	2017/18
Testing	Disaster Kleenup Specialists	Mold Remediation	$10,148.50	$8,114.32	Routine Restricted Maintenance	N/A	N/A	$8,114.32	2016/17
Grant	Agricultural Career Technical Education	Grant for Ag Program at KCHS	$27,212 (revenue)	N/A	Agricultural Career Technical Education	N/A	N/A	$27,212 (revenue)	2017/18
Grant	Agricultural Career Technical Education	Grant for Ag Program at GHS	$15,192 (revenue)	N/A	Agricultural Career Technical Education	N/A	N/A	$15,192 (revenue)	2017/18
Professional Svcs.	Steiner, Michelle	Psychologist	$12,500.00	$5,000	Special Education Funds	N/A	N/A	$5,000.00	2016/17
Professoinal Svcs.	Fiscal Crisis Management Assistance Team	Study	$6,000.00	N/A	General Fund	N/A	N/A	$6,000.00	2016/17
Facilities	MCOE	Use of Room	$0.00	N/A	N/A	N/A	N/A	$0.00	2016/17

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of the Proposal for Abacherli Fence Co. **MEETING:** May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

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

Summary:
The old Business Office located in front of the Portola Campus is being moved. The Elementary District, who owns the building, has sold it. Once the building moves, there will be a gap in the fence. Attached is a proposal from Abacherli Fence to install fencing where the building was located.

Recommendation:
It is recommended that the Board of Education approve Proposal from Abacherli Fence. Co. to install a fence.

Fiscal Impact:
$3,540.00 paid from Routine Restricted Maintenance funds.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

Proposal

Ph 831-384-4708
License # 563143

ABACHERLI FENCE CO.
3125 Porter St.
Soquel, Ca. 95073
e-mail

Fax 831-476-2962

Chain Link and Iron Specialists
Vinyl Fencing

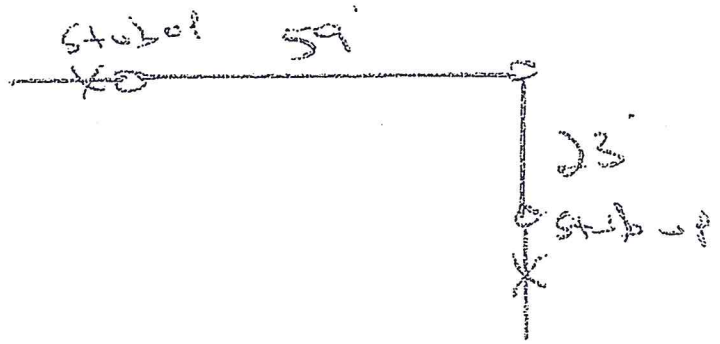
www.abacherlifence.com

Commercial & Residential
Free Estimates Fast Service

Proposal Submitted To: Sherry		Phone: 385-0606 ext. 4338	Date: 5-2-2017
South Monterey Co. J.U. H.S. Dist.		Job Name & Location:	
760 Broadway St., Ca. 93930		Estimator: Rod	
		Cell: 5958136	Fax:

We hereby submit specifications and estimates for:

Footage	Appx. 82'	Line post	2 3/8"	Gate frame		Gate	
Height	10'	End post	2 7/8"	Top Rail	1 5/8"	Gate	
Fabric	9 ga.	Gate post		B/wire	no	Gate	



WE PROPOSE hereby furnish material and labor-complete in accordance with above specifications, for the sum of: $3,540.00

PAYMENT to be made as follows: Payment on completion

AUTHORIZED SIGNATURE:

Abacherli Fence Co is not responsible for damage to underground services. Any cost incurred in collection of monies due to the company shall be the liability of purchasers, including reasonable attorney's fees and all costs of collection.

Note: this proposal can be withdrawn by us if not accepted with 14 days

ACCEPTANCE OF PROPOSAL -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

If proposal is accepted, please sign and return. SIGNATURE AND DATE:

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of the Additional Amount to Felice Consulting Services' Agreement.

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

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

Summary:
When we originally contracted with Felice Consulting Services, it was with the expectation of hiring an MOTF Director within a few of months. The District is still in progress with several construction projects. We have used our current amount approved.

Attached is an additional amount to be added to the original contract to continue with the projects for 2017/18. If we hire an MOTF Director, we will terminates services.

Recommendation:
It is recommended that the Board of Education approve the additional amount to add to the current agreement with Felice Consulting Services.

Fiscal Impact:
$42,160 paid from General Fund (17/18 budget) and Proposition 39 funds.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

FEE PROPOSAL BREAKDOWN

DESCRIPTION	2017								RATE ($)	TOTAL HOURS
	5	6	7	8	9	10	11	12		
FELICE CONSULTING STAFF (DAMON FELICE)										
GREENFIELD RELO'S	8	8	4	24	24	24				
PROP 39 LED	8	8	24	24	24					
KING CITY RELO'S			4	8	8	24	24	24		
HOURS PER MONTH	16	16	32	56	56	48	24	24	155	272
MONTHLY FEE	$2,480	$2,480	$4,960	$8,680	$8,680	$7,440	$3,720	$3,720		
									TOTAL	$42,160

daf_smcjuhsd_050117

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of the First Amendment to Option and Land Lease Agreement with GTE Mobilnet

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

X ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:
This is an amendment to the executed contract with GTE Mobilnet of California (Verizon Wireless). It provides that any cost and claims incurred by the District arising from inspection for the cell tower project will be reimbursed to the District.

Recommendation:
It is recommended that the Board of Education approve the First Amendment to the Option and Land Lease Agreement with GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless.

Fiscal Impact:
None – cost reimbursed.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

FIRST AMENDMENT TO
OPTION AND LAND LEASE AGREEMENT

This First Amendment to Option and Land Lease Agreement (the "Amendment") is made as of the date of the latter signature below (the "Effective Date") by and between South Monterey County Joint Union High School District, f/k/a King City Joint Union High School District ("Lessor") and GTE Mobilnet of California Limited Partnership, a California limited partnership, d/b/a Verizon Wireless ("Lessee") with reference to the facts set forth in the Recitals below. Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

A. Lessor is the owner of that certain real property located in King City, California, and identified as Assessor's Parcel No. 026-061-004 in the County Assessor's Office of Monterey County, California (the "Property").

B. Lessor and Lessee are parties to that certain Option and Land Lease Agreement dated January 20, 2016 (the "Agreement"), whereby Lessor granted an option to Lessee to lease a portion of the Property (the "Premises") for the installation, operation and maintenance of a communications facility, along with rights-of-way for ingress and egress, and for utilities, all as set forth in more detail in the Agreement.

C. Pursuant to this Amendment, Lessor and Lessee have agreed to amend the Agreement to add an indemnity obligation in favor of Lessor for costs and claims arising from the Inspection Agreement (as defined in Paragraph 1 below), among other modifications to the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INSPECTION AGREEMENT INDEMNIFICATION. In connection with Lessee's receipt of Governmental Approvals for its proposed communications facility, Lessor agrees to execute, within thirty (30) days of the Effective Date, and be bound by that certain Special Inspection and Materials Testing Services Agreement (the "Inspection Agreement") attached hereto as Exhibit "D" and made a part hereof; provided, however, that as a condition thereto, Lessee agrees to indemnify and hold harmless Lessor and its employees, contractors and agents from and against any and all costs and claims of liability or loss which it may sustain or incur to the extent the same arise out of Lessor's execution of and compliance with the Inspection Agreement.

2. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[signatures on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by each Party's duly authorized representative effective as of the last date written below.

LESSOR:
South Monterey County Joint Union High School District, f/k/a King City Joint Union High School District

By: David R Morrao
Name: _____
Title: _____
Date: _____

LESSEE:
GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

(Inspection Agreement)

[see attached]

BSK ASSOCIATES
324 Earhart Way
Livermore CA 94551
P 925.315.3151
F 925.315.3152
www.bskassociates.com

July 26, 2016
Revised August 11, 2016

BSK Proposal CL16-14017

Ms. Diane Miller
South Monterey County Joint UHSD
800 Broadway Street
King City, CA 93930

SUBJECT: **Special Inspection and Materials Testing Services**
Verizon - King City Cemetery/King City High School
720 Broadway Street
King City, CA 93930

Dear Ms. Miller:

As requested by Bruce Lyon with Diamond Engineering Services, BSK Associates is pleased to submit this proposal for Special Inspection and Materials Testing Services that are required for the ***Verizon - King City Cemetery/King City High School*** in ***King City, CA.*** We have developed this proposal package specifically with your needs in mind and based on our experience with Special Inspection requirements of the California Building Code, our review of the provided project plans and specifications (Dated 8/18/2015), correspondence with Mr. Lyon regarding the project including deterimining the shop fabrication of the light pole and light frames are to be fabricated out-of-state and in separate states, and our prior experience with projects of this size and nature.

For your approval, we have included our scope of services and fee estimate, our basis for invoicing, and an authorization and acceptance form for our agreement. Rates not specifically quoted will be charged per our published Schedule of Fees. The hourly rates/charges quoted are for the project duration. It is our understanding that there is not a Project Labor Agreement in-place on this project, and that the project is subject to State of California prevailing wage requirements as determined by the Department of Industrial Relations.

Further, our Technicians are required to note they are referring to Approved Plans during their site inspections; a copy should be made available on site.

We appreciate the opportunity to submit this proposal. If you should have further questions or comments, we appreciate the chance to respond. Please give us a call. We will schedule the work upon your return of our Standard Agreement.

Respectfully submitted,
BSK Associates

Jim Auser
Project Manager

Tim Rodriguez
Branch Manager

Enclosure
Cost Estimate and Basis for Invoicing
Standard Agreement

50th 1966-2016 ANNIVERSARY

COST ESTIMATE

Verizon - King City Cemetery/King City High School

720 Broadway Street, King City, CA

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Concrete Construction					
Reinforcing Steel Material ID, Sample & Tag	10	4	40	$93.00	$3,720.00
Concrete Placement Observation & Sampling - Includes Batch Plant Inspection	5	6	30	$93.00	$2,790.00
Sample Pickup and Delivery	5	5	25	$85.00	$2,125.00
Post Installed Anchors					
Placement Observation	4	4	16	$93.00	$1,488.00
Torque Testing	4	4	16	$93.00	$1,488.00
Welding Observations					
Shop Welding - Light Pole/Monopole (Out-of-State)	10	8	80	$93.00	$7,440.00
Shop NDT	1	4	4	$93.00	$372.00
Shop Welding - Light Pole/Light Mount Frames (Out-of-State)	5	8	40	$93.00	$3,720.00
Shop Welding - Equipment Supports	2	8	16	$93.00	$1,488.00
Field Welding - Light Pole/Monopole Splice	1	8	8	$93.00	$744.00
Field NDT - Light Pole/Monopole Splice	1	4	4	$93.00	$372.00
High-Strength Bolting	1	4	4	$93.00	$372.00
Mobilization / Travel	28	4.5	126	$85.00	$10,710.00
				FIELD SERVICES ESTIMATE	$36,829.00

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Laboratory Testing				
Concrete Compressive Strength Test (Set of 4)	1 Set /50 CY / Day	5	$108.00	$540.00
Reinforcing Steel Tensile and Bend Test		6	$125.00	$750.00
HSB Testing - Hardness/Tensile/Proof Load		2	$325.00	$650.00
Reports				
DSA Form 291 & 292		2	$320.00	$640.00
			LABORATORY TESTING ESTIMATE	$2,580.00

PROJECT MANAGEMENT & ADMINISTRATION	HOURS	RATE	EXTENSION
Registered Engineer (Review, support and reporting)	6	$175.00	$1,050.00
Project Manager (Field Oversight, Daily Report Review)	6	$155.00	$930.00
Administration (Data Processing, Report Prep., Field Coordination)	2	$64.00	$128.00
		ADMINISTRATION ESTIMATE	$2,108.00
		TOTAL BUDGET ESTIMATE	$41,517.00

BSK ASSOCIATES

BASIS FOR INVOICING
Verizon - King City Cemetery/King City High School
720 Broadway Street, King City, CA

Basis of Charges:
The charge schedule listed below will be our basis for invoicing.

Show-up (No site work performed)	Bill R/T Travel Time + 1 Hour
Work up to 4 Hrs.	Bill 4 Hours
Work from 4 to 8 Hrs.	Bill 8 Hours
Work from 8 to 12 Hrs. and Saturdays	Time and One Half
Work Over 12 Hrs., Sundays and Holidays	Double Time
Travel (Portal-to-Portal)	Hourly
Parking and Toll Charges (if applicable)	Daily Rate

Fees:
Our services will be performed on a time and material basis at unit rates herein listed. Portal-to-portal charge is based from our Livermore office. Rates/charges not specifically quoted will be charged per our published Schedule of Fees. We estimate our fees for this project at **$41,517.00.** This estimate is based upon our years of experience in this profession, but it is an estimate only. We endeavor to limit our charges to this estimate; however, events beyond our control may affect total cost. For example; if the work progresses quicker than anticipated, fees could be considerably less; or, if the work progresses slower than anticipated, our fees may exceed this estimate.

It is our practice to notify you if it appears our fees will exceed our estimate, but due to the timing and nature of our services and to ensure that your project is not delayed, this may not always be possible. Our invoices however will serve as an update of our progress as well as fees charged versus our estimate. Invoices are payable upon receipt and deemed delinquent if not paid within 30 days. Delinquent invoices may be subject to interest/service charges, and collection expenses including attorney's fees, at our election. As necessary to accommodate the construction schedule, BSK may use contract special inspectors to augment our staff. Inspections performed by contract providers will be billed as specified for BSK employees, herein, and at the rates included in the Fee Estimate.

Limitations
BSK Associates provides special inspection services to assist you in verifying that the work is in substantial conformance to the project documents and as required by the California Building Code. These services shall not be construed as acceptance of the work or relieve the contractor in any way from his/her obligations and responsibilities as outlined in the applicable construction documents. BSK assumes no responsibility for the safety of others on the jobsite or the methods and means of construction. BSK will make every effort to respond to the emergent needs of your project, to assure better service we ask that you schedule inspection/testing activities at least 24 hours in advance. To avoid show-up charges, cancel such requests at least four hours in advance of our arrival time. Section 1701 of the CBC requires the special inspection agency to file a final report for the project. The report will be issued upon complete reconciliation of your account. This proposal for construction services shall be valid for not more than sixty (60) days from the date of presentation.

BSK ASSOCIATES

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING ENGINEERING & TESTING SERVICES

THIS AGREEMENT, effective as of this_____ day of _____ 20____, is by and between **South Monterey County Joint Union High School District (Client")** and **BSK Associates ("Company").**

THIS PROJECT is generally described as:

Special Inspection and Materials Testing Services
Verizon - King City Cemetery/King City High School

and is located at:

720 Broadway Street
King City, CA *("Project Site")*

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- PROPOSAL NO. CL16-14017, DATED JULY 26, 2016
- GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	CLIENT:	**COMPANY (BSK):**
Signature:	_____	_____
Print Name:	_____	Tim Rodriguez
Title:	_____	Livermore Branch Manager
Company:	_____	BSK Associates
Address:	_____	324 Earhart Way
	_____	Livermore, CA 94551
Date:	_____	_____

BSK ASSOCIATES

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

1. DEFINITIONS

1.1 Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Company is providing Services under this Agreement.

1.2 Day(s). Calendar day(s) unless otherwise stated.

1.3 Hazardous Materials. Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.4 Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Company's professional judgment, general requirements.

1.5 Services. The professional services provided by Company under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amndment to this Agreement.

1.6 Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

1.7 Work. The labor, materials, equipment and services of Contractor.

2. SCOPE OF SERVICES

2.1 Services Provided; Independent Contractor. Company will provide construction materials engineering and testing services as set forth in the SCOPE OF SERVICES in Exhibit A. Company will perform its Services under this Agreement as an independent contractor.

2.2 Authority of Company. Company will report observations and data to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

2.3 Referenced Standards. Company will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

2.4 Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Company will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Company, even if performed on a continuous basis, should not be interpreted to mean that Company is observing, verifying, testing or inspecting all materials on the Project. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.5 Changes in Scope. Client may request changes in the SCOPE OF SERVICES in Exhibit A. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.

2.6 Excluded Services. Company's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES in Exhibit A. Client expressly releases any claim against Company relating to any additional Services that Company recommended, but that Client either did not authorized or instructed Company not to perform.

3. PAYMENTS TO COMPANY

3.1 Basic Services. Company will perform all Services set forth in the SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein. Company will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

3.2 Additional Services. Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3 Estimate of Fees. Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to

© 2007 All Rights Reserved

Duplication, copying, reproduction of any type, use of the language involved, or excerption requires the express written permission of both TERRA INSURANCE COMPANY (A RISK RETENTION GROUP) and ASFE/THE BEST PEOPLE ON EARTH

exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the Services will be completed for that amount.

3.4 Rates. Client will pay Company at the rates set forth in the SCHEDULE OF CHARGES in Exhibit A, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.

3.5 Prevailing Wages. Unless Client specifically informs Company in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES in Exhibit A identifies it as covered by such regulations, Client hereby releases and agrees to reimburse Company for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

3.6 Payment Timing; Late Charge. Company will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay Company within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

3.7 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

4. PERFORMANCE STANDARD

4.1 Professional Standards. Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2 Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the SCOPE OF SERVICES in Exhibit A does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

4.3 Sample Disposal. Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

4.4 Buried Utilities & Structures; Property Restoration. If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1 Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary for Company to perform its Services under this Agreement.

6.2 Representative. Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

6.3 Information. Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

6.4 Project Information. Client agrees to provide Company within 7 days after written request, a correct statement of the recorded legal title to the property on which

© 2007 All Rights Reserved

the Project is located and the Client and/or Owner's interest therein.

7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

9. ALLOCATION OF RISK

9.1 Limitation of Remedy. The total cumulative liability of Company, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Company Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Company under this Agreement or $50,000, whichever is less. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Company's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Company and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Company's fee, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."

9.2 Indemnification of Client. Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Company's negligence in performance of this Agreement. Company's defense obligation under this indemnity paragraph is limited to the reimbursement of reasonable defense costs to the extent of the Company's actual indemnity obligation hereunder.

9.3 Indemnification of Company. Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Materials.

9.4 No Personal Liability. Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.

9.5 Consequential Damages. Neither Client nor Company will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

9.6 Continuing Agreement. The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

10. INSURANCE

10.1 Company's Insurance. If reasonably available, Company will maintain the following coverages:

10.1.1 Statutory Workers' Compensation/Employer's Liability Insurance;

10.1.2 Commercial General Liability Insurance with a combined single limit of $1,000,000;

10.1.3 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of $1,000,000 for bodily injury per person, $1,000,000 property damage, and $1,000,000 combined single limit per occurrence; and,

10.1.4 Professional Liability Insurance in amounts of at least $1,000,000 per claim and annual aggregate.

10.2 Client's Insurance. As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.

© 2007 All Rights Reserved

10.3 Certificates of Insurance. Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

11. OWNERSHIP AND USE OF DOCUMENTS

11.1 Company Documents. Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.

11.2 Client Documents. All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.

11.3 Use of Documents. Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.

11.3.1 Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

11.3.2 Use by Company. Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

11.4 Electronic Media. Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

11.5 Unauthorized Use. No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

12. SUSPENSION & DELAY; TERMINATION

12.1 Suspension & Delay. Client may, upon 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4. If Client suspends the Services, or if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.

12.2 Termination for Convenience. Company and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.

12.3 Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

12.4 Payment on Termination. Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES in Exhibit A.

12.5 Force Majeure. In the event that Company is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

13. DISPUTES

13.1 Mediation. All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

13.2 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

13.3 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

© 2007 All Rights Reserved

14. MISCELLANEOUS

14.1 Assignment and Subcontracts. During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Company may subcontract for the services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.

14.2 Integration and Severability. This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

14.3 Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

14.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

14.5 Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

14.6 Waiver. The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

14.7 Precedence. These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.

14.8 Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its enterity herein.

End of General Conditions

© 2007 All Rights Reserved

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

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

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

X Improve, Monitor and Sustain Student Achievement
X 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:
Positive Behavior Interventions and Supports (PBIS) is a proactive approach to establishing the behavioral supports and social culture that is needed for all students in a school to achieve social, emotional and academic success. Attention is focused on creating and sustaining primary (school-wide), secondary (classroom), and tertiary (individual) systems of support that include proactive strategies for defining, teaching, and supporting appropriate student behaviors to create positive school environments.

Recommendation:
It is recommended that the Board of Education approve the consultant contract with Heather's Behavior Support Services for PBIS professional development for 17-18.

Fiscal Impact:
$13,000 for all three sites. Paid with LCAP funds (Goal 3b).

Submitted By:

Diana M. Jiménez
Director of Educational Services

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into between the Andes Central Schools ("District") and Heather's Behavior Support Services ("Contractor") and is dated, for reference, May 24, 2017 .

The parties agree as follows:

1. **CONSULTANT SERVICES.** Contractor agrees to render services as assigned by the District Superintendent or designee consistent with and relating to

Positive Behavior Interventions and Support (PBIS) training and technical assistance.

2. **PAYMENT FOR SERVICES.** Contractor agrees to undertake the work Defined in paragraph 1 for payment at the rate of $ $13,500 total .

All work shall be performed only as **pre-approved** by the Superintendent.

All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.

Contractor will invoice District not more frequently then monthly for services performed and expenses incurred during the previous month. District will render payment to Contractor within 30 days of receipt of invoice.

3. **TERM OF AGREEMENT.** The term of this Agreement begins on 8/1/17 and ends 6/1/18 . Extension or renewal required approval of District or its authorized representative. Compensation will not be increased without approval of the District or its authorized representative.

4. **TIME FOR PERFORMANCE.** All services required of the Contractor will be completed on or before the specified end of the term.

5. **RECORDS.** Contractor will maintain full and accurate records in connection with the Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of District, including, but not limited to, reports to the Columbus Public Schools, or other reports that Contractor may be asked to generate. Contractor agrees to keep copies of records for a period of no less than two (2) years.

6. **STATUS OF CONTRACTOR.** District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work assigned and the manner in which it is performed. Contractor shall be free to contract for similar service to be

performed for other employers while under contract with District. Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

7. **HOLD HARMLESS.** Contractor shall defend, indemnify and hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from the acts or omissions of Contractor, its officers, agents or employees relating to this Agreement.

8. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

9. **SCOPE OF WORK.** The following outlines the Scope of Work for the Contractor during the term of this Agreement:

PBIS training and technical assistance, as outlined in the attached proposal.

10. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District or its authorized representatives of the parties and their business addresses as follows:

South Monterey County Joint Union High School District

_____
District Superintendent

Date: May 24, 2017

Contractor

Heather Robbins

Date: 5/8/17

_____
Taxpayer ID or Social Security Number

_____
Address

_____
City State Zip

Date: March 26, 2017

To: Diana Jiménez, Director Educational Services
South Monterey County Joint Union High School District

From Heather Robbins
Heather's Behavior Support Services

Re: Proposal for Services

This proposal outlines the daily rate for training and technical assistance in the area of developing Positive Behavior Intervention and Supports (PBIS) via Best Behavior for Standard School District during the 2017-2018 school year.

Training and technical assistance will include the following:

- Training in PBIS, including:
  - Providing a PBIS overview for all staff members
  - Implementing Universal Tier 1 Interventions
    - Organizing the leadership team
    - Posting and teaching school-wide expectations
    - Recognizing students for appropriate behavior
    - Employing "Systematic Supervision" techniques
    - Designing response and correction systems for misbehavior
    - Using discipline referrals to diagnose school-wide and individual student needs
    - Evaluating the effectiveness of the school-wide plan
- Technical Assistance in PBIS, including:
  - Conducting individual school site visits- administering the TFI Walkthrough Tool at each site
  - Meeting with school PBIS teams
  - Celebrating progress, problem solving road blocks
  - Analyzing school data via Aeries
  - Creating Precision Problem Statements
  - Using the problem-solving process
  - Creating action plans
  - Evaluating action plan implementation
  - Assessing student outcomes
  - Meeting/ action planning with the District Leadership Team
- On-going support via phone and email

<u>COSTS</u>

August 3, 2017

½ PBIS Overview for All Staff
½ Day PBIS Team Planning
COST **$1,500.00**

October 4-6, 2017 (2.5 days, total)

½ Day District Leadership Team Meeting
½ Day PBIS Team Training (all schools)
1.5 Days- ½ day onsite visits at each campus

COST **$4,000.00**

January 23-25, 2018 (2.5 days total)

½ Day District Leadership Team Meeting
½ Day PBIS Team Training (all schools)
1.5 Days- ½ day onsite visits at each campus

COST **$4,000.00**

March 20-22, 2018 (2.5 days total)

½ Day District Leadership Team Meeting
½ Day PBIS Team Training (all schools)
1.5 Days- ½ day onsite visits at each campus

COST **$4,000.00**

TOTAL COST (4 visits, 8.5 days): **$13,500.00**

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Retroactive Change Order for Disaster Kleenup Specialists

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

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

Summary:
Due to an active leak in Building B at the Ventana Campus, there was additional work and delays in the project.

Recommendation:
It is recommended that the Board of Education approve Disaster Kleenup Specialist's change order for $8,114.32. The original approval was for $10,148.50. The changed amount is $18,262.82.

Fiscal Impact:
$8,114.32 Routine Restricted Maintenance

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Client:	South Monterey County School District - Greenfield High School	Diane:	(831) 385-0606
Property:	225 S. El Camino Real - Ventana Campus 'Portable B' Greenfield, CA 93927		
Operator:	ROBERTS		
Estimator:	Robbie Shepner	Business:	(831) 833-3938
Position:	Environmental PM		
Company:	Disaster Kleenup Specialist		
Business:	567 Ortiz Ave Sand City, CA 93955		

Type of Estimate:	Mold Abatement		
Date Entered:	10/20/2016	Date Assigned:	10/18/2016
Date Est. Completed:	10/20/2016	Date Job Completed:	

Price List:	CASI8X_OCT16
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	18502M

ESTIMATE FOR MOLD REMEDIATION: This estimate is for mold remediation to the above mentioned property.

Mold Remediation services consist of establishing and containing identified area with negative air pressure, abate and remove mold substrates, with wear of personal protective equipment in accordance with California Occupational Safety and Health Administration (CAL/OSHA) standards.

This estimate does not include undiscovered damages. Any additional damages outside of scope, found during the course of abatement, will be reported and supplemental cost will be submitted in a separate estimate if necessary. No additional work will commence without approval of responsible party.

DKS will not be responsible for incidental tape, staple or safety procedure damage. **This proposal is subject to change and / or may be withdrawn after 45 days of submittal.**

This estimate does not include survey for hazardous material or final air clearance by an asbestos and/or lead consultant.

Thank you for considering Disaster Kleenup Specialist for your project.

Disaster Kleenup Specialists

Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

18502M

Main Level

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	2.00 HR @	89.20 =	178.40
2. Add for personal protective equipment - Heavy duty	27.00 EA @	18.25 =	492.75
3. Personal protective gloves - Disposable (per pair)	54.00 EA @	0.43 =	23.22
4. Respirator - Full face - multi-purpose resp. (per day)	3.00 EA @	7.61 =	22.83
5. Respirator cartridge - HEPA & vapor & gas (per pair)	6.00 EA @	24.23 =	145.38
6. Equipment setup, take down, and monitoring (hourly charge)	41.50 HR @	53.44 =	2,217.76
Service calls twice a week to check on equipment, take moisture readings. Also for Technicians to be mobilized twice after DKS was informed that the leak was stopped and room was dry. Supervisor had to go on site multiple times to show leak was still active and that the building materials were still wet.			
7. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	10.00 DA @	105.00 =	1,050.00
Air Scrubber to be on during mold work and to run for 1-2 days after mold work is complete, also for 1-2 days for post air clearance testing and for results.			
8. Equipment decontamination charge - per piece of equipment	1.00 EA @	45.33 =	45.33
9. Peel & seal zipper	1.00 EA @	12.29 =	12.29
Zipper for containment entry/exit.			
10. Containment Barrier - tension post - per day	6.00 DA @		NO CHARGE
Tension posts to hold up containment for duration of abatement.			
11. Ducting - lay-flat - Large	50.00 LF @	0.45 =	22.50
Flex line for Air scrubber exhaust.			
12. Haul debris - per pickup truck load - including dump fees	1.00 EA @	140.63 =	140.63
13. Dehumidifier (per 24 hour period) - Large - No monitoring	80.00 EA @	71.00 =	5,680.00
Extended dry time needed. Areas were found to be saturated and at 99% moisture. There was still an active leak. We were informed that leak was taken care of. We mobilized again to finish job and found that leak had not been fixed. As of 2/14 moisture level is at 20%.			

(Note: Dehumidifiers have been running since 1/4/17)

Portable B **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Containment Barrier/Airlock/Decon. Chamber	415.50 SF @	1.00 =	415.50
15. Tear off Wet & Mold drywall (no haul off)	989.33 SF @	1.73 =	1,711.54
Per recommendations, Technicians are to remove all wall's in the portable. It is a porous material and due to the high mold spore count it needs to be removed.			
16. Remove Acoustic ceiling tile	891.84 SF @	0.60 =	535.10
Per Hygienist recommendations, all ceiling tiles are to be removed and bagged for disposal.			
17. Tear out and bag wet insulation	891.84 SF @	0.71 =	633.21

CONTINUED - Portable B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Due to roof leak, moisture and Hygienist recommendations, all insulation in the ceiling needs to be removed and bagged for disposal.			
18. Tear out wet non-salvageable carpet, cut & bag for disp.	891.84 SF @	0.54 =	481.59
All carpet in portable is recommended to be removed so the room can be remediated, cleaned and tested,			
19. Apply plant-based anti-microbial agent	2,773.01 SF @	0.24 =	665.52
Treat all areas of portable with anti microbial.			
20. Clean more than the walls and ceiling	2,773.01 SF @	0.31 =	859.63
Do a heavy and detailed wipe down and wash after anti-microbial has been applied.			
21. HEPA Vacuuming - Detailed - (PER SF)	2,773.01 SF @	0.88 =	2,440.25
Do a detailed HEPA vacuum as part of final clean for post mold testing.			
22. Plastic bag - used for disposal of contaminated items	225.00 EA @	1.50 =	337.50
Bag all carpet, insulation, ceiling tiles and wall board for disposal.			

Grand Total Areas:

989.33	SF Walls	891.84	SF Ceiling	1,881.17	SF Walls and Ceiling
891.84	SF Floor	99.09	SY Flooring	123.67	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	123.67	LF Ceil. Perimeter
891.84	Floor Area	933.51	Total Area	989.33	Interior Wall Area
1,137.00	Exterior Wall Area	126.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Disaster Kleenup Specialists

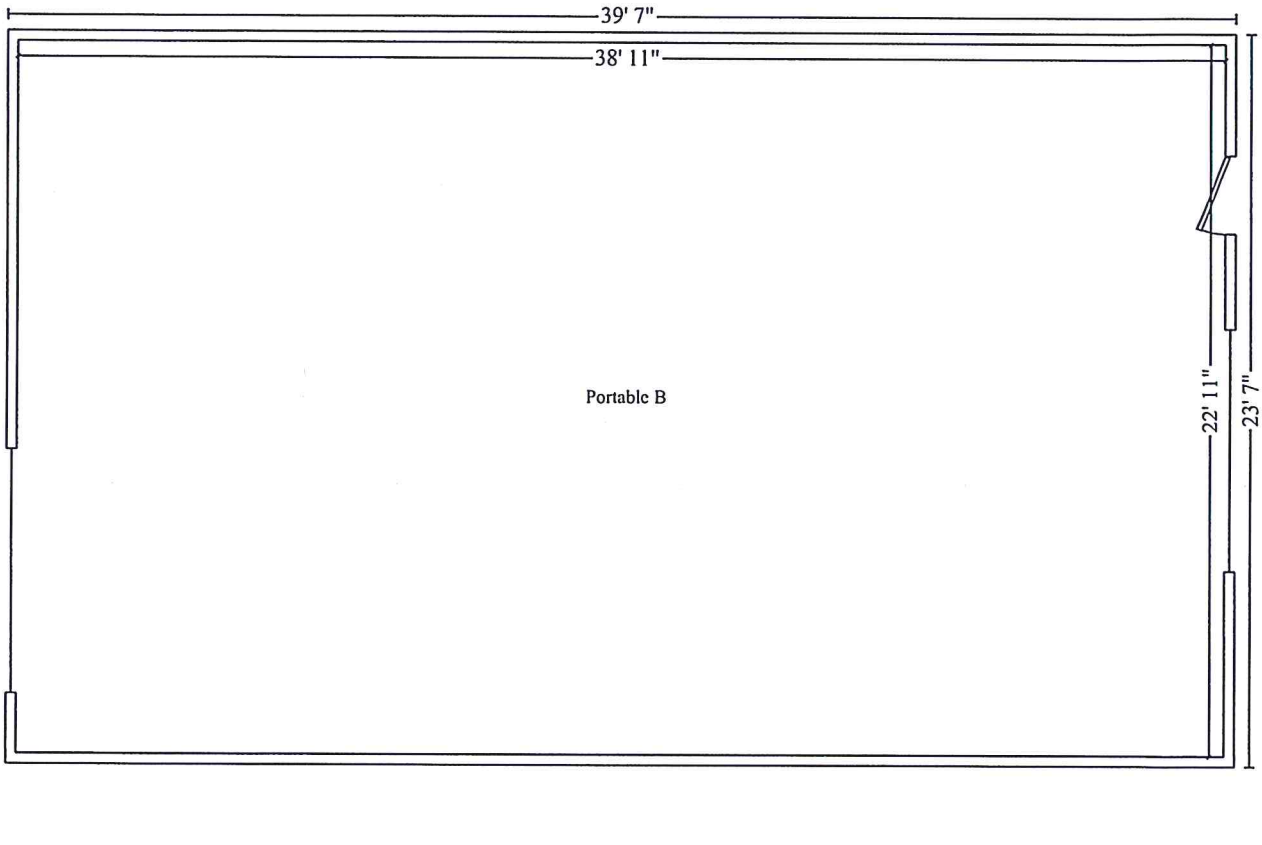
567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Summary

Line Item Total	18,110.93
Material Sales Tax	151.89
Replacement Cost Value	**$18,262.82**
Net Claim	**$18,262.82**

Robbie Shepner
Environmental PM

Main Level



Main Level

18502M

3/27/2017

Page: 5

Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Client:	South Monterey County School District - Greenfield High School	Diane:	(831) 385-0606
Property:	225 S. El Camino Real - Ventana Campus 'Portable B' Greenfield, CA 93927		
Operator:	ROBERTS		
Estimator:	Robbie Shepner	Business:	(831) 833-3938
Position:	Environmental PM		
Company:	Disaster Kleenup Specialist		
Business:	567 Ortiz Ave Sand City, CA 93955		
Type of Estimate:	Mold Abatement		
Date Entered:	10/20/2016	Date Assigned:	10/18/2016
Date Est. Completed:	10/20/2016	Date Job Completed:	
Price List:	CASI8X_OCT16		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	18189M		

Revised

ESTIMATE FOR MOLD REMEDIATION: This estimate is for mold remediation to the above mentioned property.

Mold Remediation services consist of establishing and containing identified area with negative air pressure, abate and remove mold substrates, with wear of personal protective equipment in accordance with California Occupational Safety and Health Administration (CAL/OSHA) standards.

This estimate does not include undiscovered damages. Any additional damages outside of scope, found during the course of abatement, will be reported and supplemental cost will be submitted in a separate estimate if necessary. No additional work will commence without approval of responsible party.

DKS will not be responsible for incidental tape, staple or safety procedure damage. **This proposal is subject to change and / or may be withdrawn after 45 days of submittal.**

This estimate does not include survey for hazardous material or final air clearance by an asbestos and/or lead consultant.

Thank you for considering Disaster Kleenup Specialist for your project.

Disaster Kleenup Specialists

Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

18189M

Main Level

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	2.00 HR @	89.20 =	178.40
2. Add for personal protective equipment - Heavy duty	27.00 EA @	18.25 =	492.75
3. Personal protective gloves - Disposable (per pair)	54.00 EA @	0.43 =	23.22
4. Respirator - Full face - multi-purpose resp. (per day)	3.00 EA @	7.61 =	22.83
5. Respirator cartridge - HEPA & vapor & gas (per pair)	6.00 EA @	24.23 =	145.38
6. Equipment setup, take down, and monitoring (hourly charge)	1.00 HR @	53.44 =	53.44
7. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	5.00 DA @	105.00 =	525.00
Air Scrubber to be on during mold work and to run for 1-2 days after mold work is complete, also for 1-2 days for post air clearance testing and for results.			
8. Equipment decontamination charge - per piece of equipment	1.00 EA @	45.33 =	45.33
9. Peel & seal zipper	1.00 EA @	12.29 =	12.29
Zipper for containment entry/exit.			
10. Containment Barrier - tension post - per day	6.00 DA @		NO CHARGE
Tension posts to hold up containment for duration of abatement.			
11. Ducting - lay-flat - Large	50.00 LF @	0.45 =	22.50
Flex line for Air scrubber exhaust.			
12. Haul debris - per pickup truck load - including dump fees	1.00 EA @	140.63 =	140.63
13. Dehumidifier (per 24 hour period) - No monitoring	5.00 EA @	51.00 =	255.00
Extended dry time will be needed.			

Portable B

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Containment Barrier/Airlock/Decon. Chamber	415.50 SF @	1.00 =	415.50
15. Tear off Wet & Mold drywall (no haul off)	989.33 SF @	1.73 =	1,711.54
Per recommendations, Technicians are to remove all wall's in the portable. It is a porous material and due to the high mold spore count it needs to be removed.			
16. Remove Acoustic ceiling tile	891.84 SF @	0.60 =	535.10
Per Hygienist recommendations, all ceiling tiles are to be removed and bagged for disposal.			
17. Tear out and bag wet insulation	891.84 SF @	0.71 =	633.21
Due to roof leak, moisture and Hygienist recommendations, all insulation in the ceiling needs to be removed and bagged for disposal.			
18. Tear out wet non-salvageable carpet, cut & bag for disp.	891.84 SF @	0.54 =	481.59
All carpet in portable is recommended to be removed so the room can be remediated, cleaned and tested,			
19. Apply plant-based anti-microbial agent	2,773.01 SF @	0.24 =	665.52
Treat all areas of portable with anti microbial.			
20. Clean more than the walls and ceiling	2,773.01 SF @	0.31 =	859.63

Disaster Kleenup Specialists

Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

CONTINUED - Portable B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Do a heavy and detailed wipe down and wash after anti-microbial has been applied.			
21. HEPA Vacuuming - Detailed - (PER SF)	2,773.01 SF @	0.88 =	2,440.25
Do a detailed HEPA vacuum as part of final clean for post mold testing.			
22. Plastic bag - used for disposal of contaminated items	225.00 EA @	1.50 =	337.50
Bag all carpet, insulation, ceiling tiles and wall board for disposal.			

Grand Total Areas:

989.33	SF Walls	891.84	SF Ceiling	1,881.17	SF Walls and Ceiling
891.84	SF Floor	99.09	SY Flooring	123.67	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	123.67	LF Ceil. Perimeter
891.84	Floor Area	933.51	Total Area	989.33	Interior Wall Area
1,137.00	Exterior Wall Area	126.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Revised

Disaster Kleenup Specialists

567 Ortiz AVenue, Sand City, Ca 93955 P: (831)899-3938
2105 S 10th Street, San Jose, Ca 95112 P:(408) 564-7261
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Summary

Line Item Total	9,996.61
Material Sales Tax	151.89
Replacement Cost Value	**$10,148.50**
Net Claim	**$10,148.50**

Robbie Shepner
Environmental PM

Revised

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of 2017-18 Application for Funding Agricultural Career Technical Education Incentive Grant - KCHS
AGENDA SECTION:

MEETING: May 24, 2017

☐ **ACTION**

☐ **INFORMATION**

X ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:
This is an annual application for funding from the Agricultural Career Technical Education Incentive Grant for 2017/18. This funding is used for books and supplies, and professional development for staff.

Recommendation:
It is recommended that the 2017/18 Application for Funding for the Agricultural Career Technical Education Incentive Grant for King City High School.

Fiscal Impact:
$27,212 for 2017/18.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

California Department of Education

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2017–18 APPLICATION FOR FUNDING

(Due Date: To be received in Regional Supervisor's Office by June 30, 2017)

DATES OF PROJECT DURATION - JULY 1, 2017, TO JUNE 30, 2018

King City High School	SMCJUHSD
(School Site)	(District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

	Sherrie Castellanos
Signature of Authorized Agent	Title
Signature of Agriculture Teacher Responsible for the Program	Signature of Principal

Contact Phone Number: 831-385-0606

Date of Approval of Local Agency Board: 5/24/2017

Funds Requested - Part I	$5,000.00
Part II	$4,712.00
Part III	$10,000.00
Part IV	$7,500.00
Total	$27,212.00

Number of Different Agriculture Teachers at Site: 5

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	X	
2. Leadership and Citizenship Development	X	
3. Practical Application of Occupational Skills	X	
4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	$4,000	
Two Teachers	$4,500	
Three Teachers or More	$5,000	$5,000.00

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2016–17 R2 Number	Amount Requested
List Number from R2 Report ($8/Member)	589	$4,712.00

PART III - QUALITY CRITERIA 10–11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of $2,000 for year-round employment.
* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site: 5

List the Names of the Agriculture Teachers:

1. Jessica Souza	4. Alex Zappulla
2. Patrick Smith	5. Chelsey Porter-Cervantes
3. Lauren Peterson	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	0	$0.00
Criterion 11A - Year-Round Employment	5	$10,000.00
Criterion 11B - Project Supervision Period	0	$0.00
TOTAL FUNDS REQUESTED PART IV		$10,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list $7,500 (funds requesting) in space to the right. $7,500.00

PART V - FINANCIAL SCHEDULE

Part A

			A	B		C

Line	Acct. No.	Classification	Description of Item for Which Funds Will be Expended	Incentive Grant Funds		Matching Funds
1	4000	Books & Supplies		24,012.00		45,000.00
2			Subtotal for 4000	**$24,012.00**		**$45,000.00**
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. National Convention	2,500.00		
4			2. Professional Develop	700.00		
5			3. CATA Conference			3,500.00
6			4.			
			5.			
7			6.			
8			Subtotal for 5000	**$3,200.00**		**$3,500.00**
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.			
10			2.			
11			3.			
			4.			
12			5.			
13			Subtotal for 6000	**$0.00**		**$0.00**
14			Total for 4000–6000 Lines 2, 8, 13	**$27,212.00**		**$48,500.00**

TOTAL 2017–18 Incentive Grant Allocation: $27,212.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

			A	B		C
Line	Acct No.	Classification	Description of Item for Which Funds Were Expended	Incentive Grant Funds		Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries			
16	1000	Salaries	Teachers' Salaries for Project Supervision Period			
17	3000	Benefits	Benefits for the Above Items (1000)			
18			TOTAL			**$0.00**

TOTAL Amount of Waiver Requested: _____

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
QUALITY CRITERION 12

Agricultural programs meeting all of the required Quality Criteria (Criteria 1–9) and Criterion 12 may qualify for an additional $7,500. This form along with the appropriate verification must be attached to the Agricultural Career Technical Education Incentive Grant Application. The Incentive Grant application is due in the Regional Supervisor's office on June 30, 2017.

Number of Students on Previous Year's R-2 Report: 589

12A Leadership and Citizenship Development

22 Number of activities on the approved FFA Activity list in which the local chapter participated (must participate in at least 80 percent of the activities)

12B Practical Application of Occupational Skills

50 Number of students who received the State FFA Degree (must be at least 5 percent of the R2 number)

12C Qualified and Professional Activities

4 Number of teachers who attended a minimum of five professional inservice activities (must attach approved Inservice Activities Verification Page)

12D Community, Business, and Industry Involvement

3 Number of meetings held by the local Agriculture Advisory Committee (must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: Mike Hardoy

Phone Number of Agriculture Advisory Committee Chair: 831-262-4880

12E Retention

64% Number of students from the 2013 Freshman cohort who completed 3 or 4 years of Agriculture Education courses must be at least 30% of the 2013 Freshman cohort

12F Graduate Follow-Up

101 Number of program completers graduating last year

98 Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 16-17 **School** King City

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
Attended the following:	
Greenhand Conference	33
Made For Excellence Conference	5
Advanced Leadership Academy	5
Chapter Officer Leadership Conference	8
Spring Region Meeting	55
State Leadership Conference	33
National Convention	6
Submitted the following:	
State Degree Application	50
American Degree Application	9
Proficiency Award Application - Section	33
Chapter Award Application - State	12
Scholarship Application - State	4
Participated in the following:	
Opening and Closing Contest - Section	36
Best Informed Greenhand Contest - Section	10
Co-Op Marketing Quiz - Section	4
Creed Recitation - Section	6
Extemporaneous Speaking - Section	2
Job Interview - Section	4
Impromptu Speaking - Section	2
Prepared Speaking - Section	3
Parliamentary Procedure - Section	0
County/District Fair/Show	75
Career Development Teams (other than those identified above)	
1 Horticulture Judging Team	4
2	
3	
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1	
2	
3	
4	
5	
TOTAL AREAS MET	22

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B **School Year** 16-17 **School** **King City High School**

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of four of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	Benson	Souza	Smith	Peterson				
Fall Region Meeting	X	X	X	X				
Region In-service Day	X	X	X	X				
Spring Region Meeting	X	X	X	X				
Section In-service*	X	X	X	X				
Section In-service*	X	X	X	X				
Section In-service*	X	X	X	X				
Section In-service*	X	X	X	X				
Summer Conference	X	X	X	X				
University AgEd Skills Week	X			X				
Professional Development **	X	X	X	X				

* Four Section In-service Meetings equals one Professional Development Activity

** Can utilize a *maximum* of two other *"Agriculturally Related"* Professional Development activities than those listed above. Explain the Professional Development:

1 Educating for Careers- Smith & Benson

2 Supervising and Mentoring Conference- Souza

3 NAAE conference-Peterson

4

5

King City High School Agriculture Department

Advisors: Debbie Benson, Jessica Souza, Patrick Smith, & Lauren Fontes
720 Broadway Street, King City, CA 93930
(831) 385-5461, ext. 1196

AGRICULTURE ADVISORY COMMITTEE MEETING Minutes

November 1, 2016

Agenda Items:

1. Introductions of members and teachers
2. Current Classes Being Offered this school year (25 sections)-
   a. **Ag Biology** - *Meets UC entrance for lab science (4 sections)* +2
   b. **Animal Anatomy and Physiology** - *Meets UC entrance for lab science (2 sections)* same
   c. **Pre-AP (Honors) Ag Biology**- *UC Approved for lab science (1 section)* same
   d. **The Art & History of Floral Design** -*Meets UC entrance for Fine Arts (2 sections)* same
   e. **Advanced Floral Design** (1 section) *same*
   f. **Ag Chemistry** - *Meets UC entrance for lab science (2 sections) same*
   g. **Ag Earth Science** -*Meets UC entrance for elective (2 sections)* +1
   h. **Ag Mechanics 1**- *UC Approved for elective/ Articulated with Hartnell (4 sections)*-1
   i. **Ag Mechanics 2** (3 sections) +1
   j. **Ag Mechanics 3** (1 sections) *+1*
   k. **Ag Construction** (1/2 section) *combined*
   l. **Horticulture**- *Meets UC entrance for elective (1 section)* same
   m. **Ag Leadership** -(1 section) *same*
   n. **Ag Economics**- *Meets UC entrance G requirement/ Articulated with Hartnell (1 section)* -1
   o. **Livestock Management**- *ROP (summer and spring fair)*

4. Department Successes/Changes
   a. **Enrollment Numbers & retention rates**
   577 unduplicated students & 64% of graduates enrolled in 3-4 years of ag (2015-2016:609 students)

Grade	# of students
9th graders	173
10th graders	136
11th graders	162
12th graders	97
Graduates	9

   b. **Program ranked #9 in the state**
      - **#1 ranking in # of state degrees awarded**

5. Department Goals for 2016-2017
    a. Continue to rank top 10 in the CA by student achievement in Proficiency awards and State and American degrees.
    b. Redesign & Renovate farm buildings and livestock supplies.
    c. Continue to expand student certifications opportunities in floral design, communication, plant & soil science, & livestock & meat evaluation.
    d. Expand the Horticulture pathway
6. Budgets-
    a. District
    b. Perkins
    c. ROP ($32,000)
    d. Ag Incentive Grant
    e. AWET Mini- Grant- $4,000 Purchased livestock transport popper and trailer ramps
    f. Career Pathways Grant-South Coast Consortium

        ($52,000-2016) 2/3 years

        Storage containers, Incubator, Mac Laptop, Printers
    g. Career Tech Education Incentive Grant Proposals- Suburban, wood shop equipment
7. Review and approve Ag Incentive Grant Checklist- approved
8. FFA Report- Matthew Umbarger 2016-2017 Student Advisor
9. Other Items for Discussion-

King City High School
FFA
720 Broadway King City, CA 93930
(831) 385-5461 ext. 3900
Advisors Jessica Souza, Debbie Benson, Patrick Smith & Lauren Fontes

Advisory Committee Meeting Minutes

Date: 9/5/16

Committee Members: Jessica Souza, Debbie Benson, Lauren Fontes, Patrick Smith, Alex Zappulla and Bob Martin (previous advisory committee chair), Darla Mantel, Heath Latassa

The meeting was called to order at 3:30 pm at KCHS Rm 196.

Bob Martin presented an opportunity for funds from his retirement party to be donated to Young Farmers Association in honor of agriculture department. Discussion occurred about use of funds. Discussion of equipment that needed to be purchased referring to the equipment acquisition schedule.

The advisors presented the needs and on the top of the list was a new suburban for the department. Bob Martin presented some solutions and discussed Young Farmers needs and all came to the conclusion that JV Auto would find a suburban for us if we could not get the CTE pathways grant to cover they would help.

Discussion of students to working the dinner to help and advisors speaking at the dinner.

The meeting adjourned at 4:30

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of 2017-18 Application for Funding Agricultural Career Technical Education Incentive Grant - GHS
AGENDA SECTION:

MEETING: May 24, 2017

☐ **ACTION**

☐ **INFORMATION**

X ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:
This is an annual application for funding from the Agricultural Career Technical Education Incentive Grant for 2017/18. This funding is used for books and supplies, and professional development for staff.

Recommendation:
It is recommended that the 2017/18 Application for Funding for the Agricultural Career Technical Education Incentive Grant for Greenfield High School.

Fiscal Impact:
$15,192 for 2017/18.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

California Department of Education

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2017–18 APPLICATION FOR FUNDING

(Due Date: To be received in Regional Supervisor's Office by June 30, 2017)

DATES OF PROJECT DURATION - JULY 1, 2017, TO JUNE 30, 2018

Greenfield High School	South Monterey County Joint Union H.S.D
(School Site)	(District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

	Superintendent
Signature of Authorized Agent	Title
Signature of Agriculture Teacher Responsible for the Program	Signature of Principal

Contact Phone Number: (831) 674-2751 Ext. 2401

Date of Approval of Local Agency Board: 5/24/2017

Funds Requested - Part I	$5,000.00
Part II	$4,192.00
Part III	$6,000.00
Part IV	$0.00
Total	$15,192.00

Number of Different Agriculture Teachers at Site: 3

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	X	
2. Leadership and Citizenship Development	X	
3. Practical Application of Occupational Skills	X	
4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	$4,000	
Two Teachers	$4,500	
Three Teachers or More	$5,000	$5,000.00

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2016–17 R2 Number	Amount Requested
List Number from R2 Report ($8/Member)	524	$4,192.00

PART III - QUALITY CRITERIA 10–11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of $2,000 for year-round employment.
* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site: 3

List the Names of the Agriculture Teachers:

1.Daniel Villasenor	4.
2. Desiree Villasenor	5.
3.Kelsey Councilman	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio		$0.00
Criterion 11A - Year-Round Employment	3	$6,000.00
Criterion 11B - Project Supervision Period		$0.00
TOTAL FUNDS REQUESTED PART IV		$6,000.00

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list $7,500 (funds requesting) in space to the right.

PART V - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds		C Matching Funds
1	4000	Books & Supplies		12,500.00		18,000.00
2			Subtotal for 4000	**$12,500.00**		**$18,000.00**
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	2,600.00		
4			2. Conferences			2,000.00
5			3.			
6			4.			
			5.			
7			6.			
8			Subtotal for 5000	**$2,600.00**		**$2,000.00**
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.			
10			2.			
11			3.			
			4.			
12			5.			
13			Subtotal for 6000	**$0.00**		**$0.00**
14			Total for 4000–6000 Lines 2, 8, 13	**$15,100.00**		**$20,000.00**

TOTAL 2017–18 Incentive Grant Allocation: $15,192.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds		C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries			
16	1000	Salaries	Teachers' Salaries for Project Supervision Period			
17	3000	Benefits	Benefits for the Above Items (1000)			
18			TOTAL			**$0.00**

TOTAL Amount of Waiver Requested: _____

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Amended Contract for Michelle Steiner **MEETING:** May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

X 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:
Due to the increased number of assessments and a Functional Behavior Assessment for a student, we need to increase the total number of hours for the year from 100 to 140.

Recommendation:
It is recommended that the Board of Education approve the amended contract for Michelle Steiner.

Fiscal Impact:
An increase of $5,000 for the 2016/17 school year. Special Education Funds

Submitted By:

Carla Morris
Special Education Manager

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 $17,500.

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

4/18/17
Date

Daniel Moirao, Ed.D., Superintendent
South Monterey County Joint Union High School District

Date

Social Security Number of Consultant *

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

Preferred contact information:

Michelle Steiner Abbott, School Psychologist
CONSULTANT / TITLE (Please Print)

[redacted]
Mailing Address (number, street name, city, state and zip code: Please Print)

[redacted]
Phone number Cell Phone

Account code: _____

CBO signature _____ Date: _____

Routing:

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

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Fiscal Crisis & Management Assistance Team Study Agreement

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

X ACTION/CONSENT

GOVERNING BOARD

Board Goals:

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

Summary:
The study is to provide a third-party review of the district's proposed bond extension, which would include reviewing information provided by the district and determine what, if any, additional information is required.

Recommendation:
It is recommended that the Board of Education approve the agreement with Fiscal Crisis & Management Assistance Team.

Fiscal Impact:
$6,000 General Fund

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
CSIS California School Information Services

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
DRAFSTUDY AGREEMENT
May 11, 2017

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the South Monterey County Joint Union High School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to local education agencies (LEAs). The district has requested that the team assign professionals to study specific aspects of the district's operations. These professionals may include staff of the team, county offices of education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

In keeping with the provisions of Assembly Bill 1200, the county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

Perform a third-party debt review of the district's proposed bond extension, which would include reviewing information provided by the district and determine what, if any, additional information is required.

The final report will include the key aspects of the proposed debt issuance and address the following questions:

1. Why is the district borrowing?
2. What will the district's annual obligation be, including debt service payments and administrative costs?
3. What is the risk that the annual obligation will vary from year to year and by how much?
4. What are the planned repayment sources?

5. What is the likelihood the planned repayment sources will be sufficient?
6. What is the cost of funds, and is this reasonable?

B. Services and Products to be Provided

1. Orientation Meeting - The team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review - The team will conduct an on-site review at the district office and at school sites if necessary.
3. Exit Meeting - The team will hold an exit meeting at the conclusion of the on-site review to inform the district of significant findings and recommendations to that point.
4. Exit Letter – Approximately 10 days after the exit meeting, the team will issue an exit letter briefly memorializing the topics discussed in the exit meeting.
5. Draft Report - Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
6. Final Report - Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.
7. Follow-Up Support – If requested by the district within six to 12 months after completion of the study, FCMAT will return to the district at no cost to assess the district's progress in implementing the recommendations included in the report. Progress in implementing the recommendations will be documented to the district in a FCMAT management letter. FCMAT will work with the district on a mutually convenient time to return for follow-up support that is no sooner than eight months and no later than 18 months after completion of the study.

3. PROJECT PERSONNEL

The study team will be supervised by Michael H. Fine, Chief Administrative Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

A. To be determined	***FCMAT Staff***
B. To be determined	***FCMAT Consultant***

4. PROJECT COSTS

The cost for studies requested pursuant to Education Code (EC) 42127.8(d)(1) shall be as follows:

A. $650 per day for each staff member while on site, conducting fieldwork at other locations, presenting reports or participating in meetings. The cost of independent FCMAT consultants will be billed at their actual daily rate for all work performed.

B. All out-of-pocket expenses, including travel, meals and lodging.

C. The district will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon the district's acceptance of the final report.

Based on the elements noted in section 2A, the total not-to-exceed cost of the study will be $6,000.

D. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent located on 1300 17th Street, City Centre, Bakersfield, CA 93301.

5. RESPONSIBILITIES OF THE DISTRICT

A. The district will provide office and conference room space during on-site reviews.

B. The district will provide the following if requested:

1. Policies, regulations and prior reports that address the study scope.
2. Current or proposed organizational charts.
3. Current and two prior years' audit reports.
4. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
5. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.

C. The district's administration will review a preliminary draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE

The following schedule outlines the planned completion dates for different phases of the study and will be established upon the receipt of a signed study agreement:

Orientation:	to be determined
Staff Interviews:	to be determined
Exit Meeting:	to be determined
Draft Report Submitted:	to be determined
Final Report Submitted:	to be determined
Board Presentation:	to be determined, if requested
Follow-Up Support:	if requested

7. COMMENCEMENT, TERMINATION AND COMPLETION OF WORK

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a preliminary draft report and a final report. Prior to completion of fieldwork, the district may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the district does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its report and the district will be responsible for the full costs. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

8. INDEPENDENT CONTRACTOR

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

9. INSURANCE

During the term of this agreement, FCMAT shall maintain liability insurance of not less than $1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers compensation as required under California state law. FCMAT shall provide certificates of insurance, with South Monterey County Joint Union High School District named as additional insured, indicating applicable insurance coverages upon request prior to the commencement of on-site work.

10. HOLD HARMLESS

FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

11. CONTACT PERSON

DANIEL
Name: ~~Dan~~ Moirao
Telephone: (816) 385-0606
E-mail: dmoirao@smcjuhsd.org

DANIEL

Dan Moirao, Superintendent — Date: May 11, 2017
South Monterey County Joint Union High School District

Michael H. Fine, — Date: May 11, 2017
Chief Administrative Officer
Fiscal Crisis and Management Assistance Team

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of the Agreement between MCOE and SMCJUHSD for the Use of a Classroom at GHS

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

X ACTION/CONSENT

GOVERNING BOARD

Board Goals:

	Improve, Monitor and Sustain Student Achievement
X	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:
This is an annual agreement for MCOE to use Room 304 at Greenfield High School. The is a retro-active agreement because we received it from MCOE late and we had questions about the amount description.

Recommendation:
It is recommended that the Board of Education approve the Agreement between MCOE and SMCJUHSD for the use of Room 304 at Greenfield High School.

Fiscal Impact:
Not applicable

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

AGREEMENT BETWEEN
MONTEREY COUNTY SUPERINTENDENT OF SCHOOLS
AND
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
REGARDING FACILITIES AT GREENFIELD HIGH SCHOOL

THIS AGREEMENT is made and entered into this 1st day of July, 2016 by and between King City Joint Union High School District (the "School District") and Monterey County Superintendent of Schools ("MCOE"), collectively the "Parties."

RECITALS

A. WHEREAS, MCOE wishes to locate (1) re-locatable building (the "Classroom(s)") at #304 Greenfield High School(s); and

B. WHEREAS, the School District owns the School;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Term.** The term of this Agreement shall be for the 2016 – 2017 school year, commencing July 1, 2016 and continuing through June 30, 2017. The use of the Classrooms for summer sessions is included in this Agreement.

If either party plans to terminate or amend the terms of the lease for the proceeding year, notification must be given to either party by December 31 of the current academic year.

2. **Lease; Base Rent.** The School District leases [the Classroom(s) / space to place the Classroom(s) on the School] to MCOE. MCOE will pay the School District **$0.00** (**$8,291.00/classroom**) per year as rent for use of the [Classroom(s) / space].

3. **Equipment.** MCOE will provide all equipment and furnishings in the Classrooms at its own cost. MCOE will retain absolute title to the furniture and equipment.

4. **Changes to School Systems.** If wiring, wireless access or any structural changes need to be made for the Special Education program to access the Internet, or if wiring or modifications need to be made in order to reduce auditory stimuli of the classroom bells volume to accommodate the needs of Special Education students, MCOE will make such changes at MCOE's expense.

5. [Custodial Services. MCOE will pay the School District **$0.00** (**$7,550/classroom**) per year for custodial services for the Classroom(s).

a. Frequency and level of custodial services should meet CASBO standards, and necessity should be site and program specific.

6. Utilities. MCOE will pay for all telephone installation and usage fees [and for all other utilities, directly to the utility providers]. [MCOE will pay the School District **$0.00** (**$2,500/classroom**) per year, for all other utilities associated with using the Classroom(s).

7. Payment. All sums due and payable under this Agreement shall be paid to the School District by a funds transfer, to occur no later than [date] of the contract year.

8. Remodeling. Before MCOE [remodels or renovates the Classroom(s) or] attaches permanent equipment, furnishings or fixtures to [the Classroom(s) or] other portions of the School, it must obtain the School District's prior written consent. [The School District / MCOE] shall bear the cost of such remodeling or renovation.

9. Use of Related School Areas

a. The School District shall allow MCOE and its students access to related areas, including the cafeteria, playgrounds, playing fields, restrooms and parking lot, for the purpose(s) described in Recital A, without its prior written consent. Special Education students may need to be supervised by Special Education staff within the student bathrooms, for hygiene and safety purposes.

b. The School will provide Special Education staff access to all School facilities as needed, including but not limited to the staff lounge and all staff bathrooms. The School will provide MCOE equal access to conference rooms to accommodate Individual Education Plan (IEP) meetings and strategic team meetings, based on the School's facility usage procedures.

10. Site Training. Special Education staff will be made available upon request for on-site training regarding Special Education, as needed to facilitate the School District's Education Code compliance (i.e., Disability Awareness) and the success of all students at the School.

11. School District's Use of Classroom(s); Inspection. Except in the case of an emergency, the School District shall not use the Classroom(s) without MCOE's prior consent. [The School District's employees and agents may enter the Classroom(s) at reasonable times to clean, repair and inspect the same, determine whether any damage has occurred and post reasonable notices to protect its rights.]

12. Maintenance; Damage to Property. [MCOE will, at its sole expense, keep and maintain the Classroom(s), furniture and equipment in good sanitary order, condition and repair, ordinary wear and tear excepted.] Each Party shall be liable to the other Party for all major damage, normal wear and tear excepted, to the Classroom(s) caused by its own employees, agents and students and shall make proper repairs or replacements.

13. Compliance with Laws. MCOE shall provide its Special Education services in accordance with all applicable laws, regulations, rules and orders.

14. Insurance; Subrogation. MCOE shall provide the School District with certificates of its general liability insurance and property insurance which covers the Classroom(s) and School District. Each Party releases all claims against the other Party to the extent such claims are covered by the releasing Party's own insurance. [MCOE will pay any increase in the cost of liability insurance on the School which the School District must pay due to MCOE's occupation and use of the Classroom(s).] [[The School District / MCOE] will report the rented facilities on its annual insurance questionnaire.]

15. Indemnity. Each Party shall defend, indemnify and hold the other Party harmless from any and all claims, liabilities, damages, suits and judgments against it to the extent said claims, liabilities, damages, suits and judgments arise out of or result from the actions of the indemnifying Party or its employees or agents.

16. Termination. The School District reserves the right to terminate this Agreement if the Classroom(s) are not being used for the intended purpose and MCOE reserves the right to terminate this Agreement in the event it has insufficient funding for its Educational Services, upon sixty (60) days written notice to the other Party. At the expiration of this Agreement or any sooner termination thereof, MCOE shall promptly remove all its property.

17. Default. If either Party defaults in the performance of any of the material covenants or agreements herein contained and the default is not corrected within sixty (60) days after delivery of notice specifying the default in detail, this Agreement in its entirety shall be deemed cancelled and rendered void, as if the same had never existed, subject only to the accrued rights and obligations of the Parties to each other pursuant hereto.

18. Notices. All notices shall be delivered in person or by depositing said notice in the United States mail, certified mail postage prepaid, to:

_____

_____

_____

_____, California _____

19. Attorneys' Fees. In the event either Party files a lawsuit against the other Party to enforce any of the terms hereof[, or the School District commences a summary action for unlawful detainer for the forfeiture of this Agreement and the possession of the School,] the prevailing Party shall pay the other Party's attorneys' fees and expenses as the Court may deem reasonable and such fees and expenses shall become a part of the prevailing Party's judgment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective the day and year first above written.

SOUTH MONTEREY COUNTY JOINTY UNION HIGH SCHOOL DISTRICT

_____
Signature of Special Education Representative

Name: _____

Title: _____

_____
Signature of Business Office Representative

Name: _____

Title: _____

MONTEREY COUNTY SUPERINTENDENT OF SCHOOLS

_____
Signature of Special Education Representative

Name: _____

Title: _____

_____
Signature of Business Office Representative

Name: _____

Title: _____

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Ratification of agreement between SMCJUHSD and Avenida & Associates Inc.

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

☐ **INFORMATION**

X ACTION/CONSENT

Board Goals:

X 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 District is seeking to fill hard to staff positions in the areas of Special Education and Mathematics. Despite District recruitment efforts to fill these positions, the growing teacher shortage in the State continues to make it difficult for districts to find qualified teachers. Further, SMCJUHSD recognizes the value of broadening the cultural and educational experiences of our students through direct contact with qualified teachers from other countries. For this purpose, the district is seeking to retain the services of Avenida & Associates, Inc. who will facilitate the process for the district to participate in the teacher exchange program with educators from the Philippines.

Before being permitted to teach in the District, individuals will be required to obtain appropriate California teaching credentials/permits from the California Commission on Teacher Credentialing (CCTC) to participate in the teacher exchange program.

Recommendation:
It is recommended that the Board of Education ratify the agreement between SMCJUHSD and Avenida & Associates, Inc.

Fiscal Impact:

N/A

Submitted By:

Claudia Arellano
Sr. Director of Human Resources

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

AAI MASTER AGREEMENT

FOR TEACHER EXCHANGE PROGRAM RECRUITMENT & PLACEMENT

This Agreement is made as of May 5, 2017, (the "Effective Date") by and between Avenida and Associates Inc., with offices at 2077 Fairmont Drive, San Mateo, CA, 94402, hereafter ("AAI"), and South Monterey County Joint Union High School District, located on 800 Broadway in King City, CA 93930 hereafter ("Client").

Whereas AAI desires to perform, and Client desires to have AAI perform, recruiting and placement services to Client to facilitate AAI's Teacher Exchange Program.

Therefore the parties agree as follows:

SERVICES: AAI agrees to perform the recruiting and placement services (the "Services") described on Exhibit A (the "Job Order"). The Parties may add future Job Orders to this Agreement as additional Exhibits from time to time, as agreed upon by the Parties.

FEES & EXPENSES: There are **NO FEES charged to schools for the Teacher Exchange Program as outlined in the Job Order attached as Exhibit A.** Future Job Orders that the parties agree to in advance may be added to this Master Agreement as additional Exhibits.

Employees hired under the Teacher Exchange Program utilize a visa exempt from paying Medicare, Social Security, or Federal Unemployment tax; generating a saving of approximately 8.45% of the employee's total salary, with a $3,000 to $4,000 estimated annual saving.

All program expenses are paid for by the employee (teacher), including document collection and preparation, licensing, visa processing, deployment logistics, temp housing, airfare, in-country agency placement fees.

BACKGROUND CHECKS: AAI will conduct background checks on candidates as required by the United States Citizenship and Immigration Services (USCIS) and the State Department for visa processing. If Client requires additional background check services, Client will provide the specific scope of the background check requested and pay any additional cost.

INDEPENDENT CONTRACTOR: Services provided by AAI under this agreement are provided as an independent contractor. Nothing in this agreement shall be construed as creating the relationship of principal and agent, joint venture, or employer and employee, between AAI and Client.

ASSIGNMENT: This agreement and all of its provisions are binding on and inure to the benefit of AAI and Client and their respective successors and permitted assigns, but neither this agreement nor any of the rights, interests, or obligations hereunder may be assigned by either party without the prior written consent of the other.

NON-DISCRIMINATION: AAI does not discriminate in referrals, or consent to discrimination by its clients, against any candidate on the basis of age, race, color, religion, disability, sex, national origin, or veteran status.

CONFIDENTIALITY OF REFERRALS: The parties agree that all information related to Candidates and Candidate referrals shall be kept confidential. Client agrees that it will not disclose such information to unauthorized third parties except as required by federal and state public records laws or by a lawfully issued subpoena of a court having jurisdiction over Client.

Avenida and Associates, Inc.
2077 Fairmont Drive, San Mateo, CA 94402
T: 650-554-9301 F: 650-554-9302

EXHIBIT A

TEACHER EXCHANGE JOB ORDER
Dated: May 5, 2017

This Job Order outlines the services to be provided by AAI Inc. and terms agreed upon by the parties; and becomes binding upon the signing of both this Exhibit A Job Order, and the AAI Master Agreement.

SERVICES: AAI provides an end-to-end solution that includes services for the following:

No. of Positions: 7 Special Ed and 3 Math_____
Subject Areas: Special Education: Mild/Moderate and Mathematics – high school level

Recruiting:
- Candidate sourcing & submission
- Review of resume and transcripts; verify education, work experience and recommendations
- Provide applicant job duties and responsibilities

Interview:
- Schedule and facilitate interviews
- Candidate briefing and orientation
- Job offer and post-interview coordination

Licensure and Test Preparation:
- Evaluation of transcripts for US equivalency
- U.S. Federal & State test preparation and review (as required)
- Fingerprint clearance (as required)
- U.S. license application (as required)

Visa and Immigration Processing:
- Document prep, and visa application processing
- U.S. Customs & Immigration Service documentation, and U.S. Embassy interview preparation
- Philippine Overseas Employment Agency interview
- Health and Security clearance

Departure and Arrival:
- Pre-departure Orientation & Acculturation Training
- Air transportation to U.S.
- Housing arrangements

Interview Date: _____

RECRUITING FEES: No fees charged to Client.

Exhibit A "Exchange Teacher Job Order" Signatures:

CLIENT

By: Daniel R. Moirao, Ed.D.
Print name and title of client representative

South Monterey County Joint Union High School District
Print name of client company

Daniel R. Moirao
Sign and print date 5-8-17

AAI, Inc.

By: _____
Print name and title of AAI representative

AAI, Inc.

_____
Sign and print date

Avenida and Associates, Inc.
2077 Fairmont Drive, San Mateo, CA 94402

DISCLAIMER: AAI does not guarantee the performance of any candidate or the accuracy of information provided regarding a candidate, and disclaims any responsibility for claim, loss, or liability as a result of a candidate's acts or omissions. AAI urges Client to conduct such investigations it deems necessary to verify candidate information or obtain such other information it deems relevant.

Master Agreement Signatures:

CLIENT

By: Daniel R. Moirao, Ed.D.
Print name and title of client representative

South Monterey County Joint Union High School District
Print name of client company

Daniel R. Moirao
Sign and print date 5-8-17

AAI, Inc.

By: _____
Print name and title of AAI representative

AAI, Inc.

_____
Sign and print date

Avenida and Associates, Inc.
2077 Fairmont Drive, San Mateo, CA 94402
T: 650-554-9301 F: 650-554-9302

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Migrant Students Traveling to the Speech and Debate State Tournament from May 5 to May 6, 2017

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

X INFORMATION

☐ **ACTION/CONSENT**

Board Goals:

____	Improve, Monitor and Sustain Student Achievement
x	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:
Migrant students are graduating from high school at a lower rate than other non-migrant students (based on data collected from DataQuest) and therefore entering college better prepared. In the State Service Delivery Plan for Migrant Students 2016-2017. In order to close the achievement gap for migrant students the MEP must increase student's abilities to conduct research, analyze information and then be able to articulate their stance on a given topic, all of which are skills students master as they participate in Speech and Debate.

Five High School students from SMCJUHSD will be selected to participate in the State Speech and Debate Tournament. We will have one designated chaperone to supervise these five students. In addition, we will have one administrator and our resource specialist on hand to provide supervision.

Recommendation:
This is an information item.

Fiscal Impact:
There is no fiscal impact to the district. Migrant Education Region XVI will cover all costs associated with the trip.

Submitted By:

Angelica Fonseca
Director
Migrant Education Region XVI

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Migrant Students Traveling to Fresno for Residential Summer Program from June 19 to July 14, 2017

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

X INFORMATION

☐ **ACTION/CONSENT**

Board Goals:

____	Improve, Monitor and Sustain Student Achievement
x	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:
Migrant students are graduating from high school at a lower rate than other non-migrant students (based on data collected from DataQuest), and therefore entering college/career based STEM fields at a much lower rate. The demand for professionals in the STEM (science, technology, engineering and mathematics) field is far outpacing the actual number of STEM graduates and is a career field that needs to be explored in depth by all high school migrant students. In the State Service Delivery Plan for Migrant Students 2016-2017, it is noted that in order to close the achievement gap for migrant students the MEP must increase the percentage of migrant students who are prepare for college work or careers in order to achieve this goal, students must examine what career choices will most impact their long term success once they graduate. Exploring possible STEM career paths, skill requirements and higher educational opportunities has been noted as an effective way to "build a bridge to college and career" for migrant students.

Twelve 9th- 11th grade students from SMCJUHSD will be selected to participate in the Fresno residential program from June 19th to July 14th.

Students will acquire foundational English Language Development and a STEAM Academy.

Recommendation:
This is an information item.

Fiscal Impact:
There is no fiscal impact to the district. Migrant Education Region XVI will cover all cost associated with the trip.

Submitted By:

Angelica Fonseca se

Angelica Fonseca
Director
Migrant Education Region XVI

Approved:

Daniel R. Moirao

Daniel R. Moirao, Ed.D
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Migrant Students Traveling on World Strides Washington Trip from June 10 to June 17, 2017

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

X INFORMATION

☐ **ACTION/CONSENT**

Board Goals:

_____ Improve, Monitor and Sustain Student Achievement
x 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:
Migrant students are graduating from high school at a lower rate than other non-migrant students (based on data collected from DataQuest) and therefore entering college better prepared. In the State Service Delivery Plan for Migrant Students 2016-2017. In order to close the achievement gap for migrant students the MEP must increase student's knowledge of government. Students will participate in civics classes to deepen their understanding. The students will have also visited the state capital.

Six High School students from SMCJUHSD will be selected to participate in the World Strides Trip to Washington, DC. In addition, we will have one administrator and our Migrant Resource teacher Mr. Perez to assist with supervision.

Recommendation:
This is an information item.

Fiscal Impact:
There is no fiscal impact to the district. Migrant Education Region XVI will cover all cost associated with the trip.

Submitted By:

Angelica Fonseca se
Angelica Fonseca
Director
Migrant Education Region XVI

Approved:

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

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: King City High School Prom on May 27, 2017 to Gilroy Gardens

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

X 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:
The King City High School Prom will be on Saturday, May 27, 2017. The students will be departing from King City High School between 4:00 PM and 4:30 PM. The prom will be from 6:00 PM to 11:00 PM. The students will be returning to King City between 12:00 AM to 12:30 AM.

The students will be transported to Gilroy Gardens on the district buses. There will be 1 adult chaperone per 10 students

Recommendation:
It is recommended that the Board of Education approve the King City High School Prom to Gilroy Gardens.

Fiscal Impact:
There will not e any fiscal impact on the district. All expenses will be covered by funds the students raised for the prom.

Submitted By:

Jose Guerrero
ASB Activities Director

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: School Services District Unification Analysis **MEETING:** May 24, 2017

AGENDA SECTION:

☐ **ACTION**

X INFORMATION

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

_____ Improve, Monitor and Sustain Student Achievement
_____ Improve School Climate in Support of Teaching, Learning and Student Safety
X 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 South Monterey County Joint Union High School District Superintendent commissioned School Services of California to do an analysis of the impact of unification upon the school district. School Services has completed the report and it is attached for the Board's review and discussion.

Recommendation:
This is an information/discussion item.

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 and Greenfield Union School District

District Unification Analysis

March 15, 2017
(Revised April 26, 2017)

Prepared By:

Brianna García
Director, Management Consulting Services

Robert D. Miyashiro
Vice President

Copyright © 2017 by
School Services of California, Inc.
1121 L Street, Suite 1060
Sacramento, CA 95814
(916) 446-7517
FAX (916) 446-2011
www.sscal.com

All rights reserved. These materials may not be duplicated in any way without the expressed written consent of School Services of California, Inc., except in the form of brief excerpts or quotations or as a teaching guide to employees of the school agency or organization that contracted for this report. Making copies of this report or any portion for any purpose other than your own or as noted above is a violation of United States copyright laws.

Table of Contents

Executive Summary 1
Background 2
South Monterey County Joint Union High School District 2
Study 2
State Board of Education's District Reorganization Criteria 3
Criterion Number 3: Equitable Division of Property/Facilities 3
Analysis and Comment 3
Criterion Number 6: Sound Educational Program 9
Analysis and Comment 9
Criterion Number 9: Effect on Fiscal Status and Management 13
Analysis and Comment 14
Summary and Conclusions 19

© 2017 School Services of California, Inc.

Executive Summary

The South Monterey County Joint Union High School District (District) contracted with School Services of California, Inc., (SSC) to provide an analysis of the impacts to the District of the proposed unification of Greenfield Union School District (SD) with Greenfield High School (HS), which is currently located in the District, to create a new Greenfield Unified School District (USD).

The Monterey County Committee on School District Organization held a hearing on June 27, 2016, regarding the creation of the new unified school district. The unification proposal was evaluated against the nine statutory criteria governing school district reorganizations. The Committee approved six of the nine criteria and deferred making a decision on the remaining three—Criteria 3, 6, and 9—until further research and discussions could be held.

The District has asked SSC to further study the three outstanding criteria, which encompass the division of the District's assets and liabilities, including property, the educational programs, and the fiscal implications to the District should the unification proceed. While the District will need to undertake some restructuring in order to adjust for the loss of Greenfield HS, our analysis concludes that the property can be proportionally divided and the educational programs maintained.

Finally, the District will face significant challenges in implementing administrative staffing reductions in proportion to the loss of unrestricted revenues under the Local Control Funding Formula (LCFF). While the District currently maintains a significant fund balance, deficit spending of approximately $500,000 annually following reorganization will erode this balance. The District's fund balance will drop from $3.8 million as the 2018-19 fiscal year begins to just over $2 million by the close of 2020-21. If the District can significantly reduce administrative costs and align expenditures with projected revenues, the proposed reorganization could be successful.

© 2017 School Services of California, Inc.

Background

The South Monterey County Joint Union High School District (District) contracted with School Services of California, Inc., (SSC) to provide an analysis of the impacts to the District of the proposed unification of Greenfield Union School District (SD) with the Greenfield High School (HS), which is currently located in the District, to create a new Greenfield Unified School District (USD).

South Monterey County Joint Union High School District

The District is located in Monterey County and encompasses the cities of Greenfield and King City. It serves approximately 2,200 students in grades 9 through 12 at two comprehensive high schools and one continuation high school.

Study

This study analyzed the following three statutory criteria as they pertain to the District and impacts from the proposed unification:

1. *Criterion Number 3: Equitable Division of Property/Facilities*—The proposal will result in an equitable division of property and facilities of the original district or districts.

2. *Criterion Number 6: Sound Educational Program*—The proposed reorganization will continue to promote sound education performance and will not significantly disrupt the educational programs in the districts affected by the proposed reorganization.

3. *Criterion Number 9: Effect on Fiscal Status and Management*—The proposed reorganization will continue to promote sound fiscal management and not cause a substantial negative effect on the fiscal status of the proposed district or any existing district affected by the proposed reorganization.

© 2017 School Services of California, Inc.

State Board of Education's District Reorganization Criteria

Criterion Number 3: Equitable Division of Property/Facilities

Education Code Section (E.C.) 35753(a)(3) requires that the proposed school district reorganization result in the equitable division of property and facilities. The California Code of Regulations and the California Department of Education (CDE) District Organization Handbook suggest that an equitable division must include not only facilities, land, and other property, but also debt and monies due but not collected. Further, E.C. 35565 states that if a dispute arises concerning the division of funds, property, or obligations, a board of arbitrators shall be appointed to resolve the dispute or the districts may mutually agree to the appointment of a sole arbitrator by the county superintendent of schools.

This criterion applies when a school district reorganization results in the division of an existing district. The criterion does not apply when whole districts merge.

Analysis and Comment

If the proposed unification of Greenfield USD is successful, Greenfield SD's boundary would not change, but would incorporate property currently owned by the District (i.e., Greenfield HS). Therefore, there would have to be an equitable division of property, assets, liabilities, and fund balance reserves between the proposed Greenfield USD and the District.

It is important to note that while the Education Code provides direction on how property, assets, and liabilities should be divided, and the county committee's recommendation, if provided, is given weight, the ultimate decision on the division of property rests solely with the State Board of Education.

Division of Property—E.C. 35560 provides a general rule to guide how the division of property is to be carried out. Essentially, the Education Code provides that real and personal property situated within the boundaries of a district will be the property of the district in which the real property is located. All other property, funds, and obligations, except bond indebtedness, are to be divided pro rata among the districts. The basis for the division and allocation will be the assessed valuation of the part of the original district, which is included within each of the districts.

© 2017 School Services of California, Inc.

- Real Property

  The only real property that would be affected by the proposed unification would be the Greenfield HS campus, plus any personal property located thereon. Upon unification, fee title to the Greenfield HS campus would be transferred to the proposed Greenfield USD.

- Personal Property

  Personal property of the District that is used for districtwide purposes and not located at or designated for use by a specific school site is subject to division of property pursuant to E.C. 35560. For example, school buses are used districtwide and would therefore be subject to division, while desks at a school site would not. While the District has provided an Insurance Summary by Building—Statement of Value Comparison report that provides a list and value for real and personal property of the District, the summary does not include a list of real property, such as equipment and vehicles, which would require division. Therefore, a more detailed list of personal property will need to be developed and agreement reached between the two parties as to its division.

  The 2014-15 Audit Report does note that the District held $3.8 million in furniture and equipment as of June 30, 2015. The report does not note the location of the furniture and equipment and it must be assumed that some of it is located at the various school sites and would not be eligible for division. However, to provide an estimate of the possible magnitude of a division, and assuming the full $3.8 million[1] would need to be divided, approximately $1.95 million would be attributable to the proposed Greenfield USD based on enrollment, as assessed valuation is not available.[2]

  Division of Debt—E.C. 35576 states that when property is taken from one district and annexed, or included in, another district and the area transferred contains public school property or buildings, the district to which the territory is annexed takes possession of the property, buildings, and equipment on the day when the annexation becomes effective. The total amount of bonds a district is able to sell is determined by the total value of the property within the district's boundaries. In addition, the debt for which each property is liable is tied to the outstanding bonded indebtedness of the district in which it is located. Therefore, when property is taken from one district and annexed to another, the property transferred ceases to be liable for the outstanding bonded indebtedness of the original district and automatically assumes its

[1] The value of the fixtures and equipment attributable to each individual school site should be subtracted prior to calculating the amount attributable to the proposed Greenfield USD.

[2] Per CALPADS, total enrollment for the District in 2016-17 was 2,252, of which 1,157 students, or 51.4%, attend Greenfield HS.

© 2017 School Services of California, Inc.

proportionate share of the outstanding bonded indebtedness of the district to which it is annexed.

However, the new district is required to pay the original district the greater of (1) the proportionate share of the outstanding bonded indebtedness of the original district, which proportionate share will be the ratio of the total assessed valuation of the transferred property to the total assessed valuation of the original district in the year immediately preceding the date on which the transfer is effective; or (2) that portion of the outstanding bonded indebtedness of the original district which was incurred to acquire and improve the school lots or buildings, or fixtures located therein, and situated on the transferred property.

E.C. 35738 provides alternative methods of dividing the bonded indebtedness other than that specified above. It provides for consideration of assessed valuation, number of pupils, property values, and other matters which the petitioners or county committee deem pertinent.

As mentioned under Real Property above, the District currently owns property within the proposed Greenfield USD boundaries, which, as noted in E.C. 35576, will be transferred as part of the unification. Greenfield residents are, therefore, required to assume a portion of the District's outstanding bonded indebtedness, which is either the greater of the bonded indebtedness attributed to the property or the proportionate share of the total bond indebtedness ($8,413,548 per the District's 2015-16 Unaudited Actuals). On an enrollment basis, as assessed valuation is not available, $4.3 million in outstanding bond indebtedness would be transferred to the proposed Greenfield USD, which would lower the District's bond obligation to $4.1 million.

We would note that the reorganization proposal and the revised outstanding bonded indebtedness will have no effect on the amount due by property owners. To the extent that property owners within the District are already paying debt service on both Greenfield Union SD and District bonds as residents of both districts, they would see no net change in payments due on outstanding General Obligation bonds as a result of the reorganization.

As previously stated, upon unification, the property being transferred will cease to be liable for the outstanding bonded indebtedness of the District. It is worth noting, however, that E.C. 35572 places a restriction on the transfer of territory from one school district to another. The Education Code states that no territory can be taken from a school district having outstanding bonded indebtedness if the taking would reduce the last equalized assessed valuation so that the outstanding bonded indebtedness would exceed 5% of the assessed valuation remaining in the district on the date the reorganization is effective. As the proposed Greenfield USD residents will continue to pay their proportionate share of the District's bonded indebtedness as of the effective date of the reorganization, the proposed transfer of

© 2017 School Services of California, Inc.

territory to the proposed Greenfield USD does not reduce the last equalized assessed valuation of the District to a point where the outstanding bonded indebtedness exceeds 5% of the assessed valuation.

Lastly, if the District has unspent bond proceeds in its building fund(s), per E.C. 35560(a)(2), these bond proceeds are funds that are subject to a pro rata division between the districts. The proposed Greenfield USD is entitled to a portion of such unspent bond proceeds for use within the new unified district. E.C. 35561 states that funds derived from the sale of bonds issued by the former district must be used "for the purposes for which the bonds were originally voted."

Per the 2014-15 Audit Report, the District had a $1,557,032 fund balance in its Bond Interest and Redemption Fund. Based on enrollment, the proposed Greenfield USD would be entitled to $800,314, thereby reducing the District's fund balance to $756,718.

Division of Other Assets, Liabilities, and Fund Balances—The District's fund balance reserves, both restricted and unrestricted, and liabilities would be subject to division.

- Fund Balance Reserves and Liabilities

The District's fund balance reserves, both restricted and unrestricted, and liabilities would be subject to division. The basis for the division would be either proportional average daily attendance (ADA) or assessed valuation. A reasonable basis upon which to divide fund balance reserves would be in accordance with how the funds were generated. Therefore, the General Fund unrestricted reserves and liabilities likely should be divided based on proportional ADA, while the capital project reserves should be divided based on proportional assessed valuation. Special allocations may be made for other funds. For example, developer fee funds might be allocated based on where the levied property was located, while categorical funds might be allocated based on the location, enrollment, or ADA that generated those funds. Figure 1 illustrates the District's fund balances and liabilities as of June 30, 2015, the proportionate share attributed to the proposed Greenfield USD by enrollment, as well as the District's remaining balances.

© 2017 School Services of California, Inc.

Figure 1: Fund Balance and Liabilities as of June 30, 2015			
	District Total	Greenfield USD by Enrollment (51.4%)	Remaining District Balance
Fund Balances			
General Fund	$6,463,798	$3,322,392	$3,141,406
Capital Facilities Fund	$293,695	$150,959	$142,736
Cafeteria Fund	$150,935	$77,581	$73,354
County School Faculties	$4,928	$2,533	$2,395
Debt Service Fund	$1,248,727	$641,846	$606,881
Non-Major Governmental Funds	$1,693,357	$870,385	$822,972
Total Fund Balances	**$9,855,440**	**$5,065,696**	**$4,789,744**
Liabilities			
General Obligation Bonds	$8,413,548	$4,324,564	$4,088,984
Lease Revenue Bonds	$12,515,000	$6,432,710	$6,082,290
Capital Leases	$298,165	$153,257	$144,908
Compensated Absences	$183,157	$94,143	$89,014
Net OPEB Obligation	$717,169	$368,625	$348,544
Net Pension Liability	$11,136,346	$5,724,082	$5,412,264
Total Liabilities	**$33,263,385**	**$17,097,380**	**$16,166,005**

Source: 2014-15 Audit Report

- Division of Student Funds and Scholarships

  All student funds and those scholarship funds not restricted to a specific school site would be divided based on proportional secondary enrollment, and any funds restricted to Greenfield HS would be provided to the proposed Greenfield USD.

  Districtwide property is usually divided pro rata, on the basis of assessed value in each district. In most cases, however, ADA is used as the basis for the division of non-real estate assets. Student funds are also generally divided on the basis of location, but may be further prorated by students.

- Postretirement Benefits

  E.C. 35556 states that when a portion of the territory of a school district becomes part of another district, the employees assigned to perform their duties in the affected territory shall become employees of the acquiring district. (Please note that while the Education Code presumes employees currently assigned to Greenfield HS will automatically become employees of the proposed Greenfield USD, seniority rights and other provisions of the District's existing collective bargaining agreements could alter the specific individuals that

will transfer to the proposed Greenfield USD.) The proposed Greenfield USD is entitled to its proportionate share of historic other postemployment benefits (OPEB) and compensated absences. Proportional full-time equivalents (FTEs) employed, ADA, or enrollment might be a reasonable basis for division. Benefits to retirees, as of the date of the proposed unification, would not be affected by the reorganization. Costs for future retiree benefits would be borne solely by the respective new employers. The new employers could negotiate different benefit packages.

Figure 1 shows a total of $900,326 for OPEB and compensated balances. This figure would be reduced to $437,558 upon unification and transfer of the proportionate share to the proposed Greenfield USD. ? WHY

Division of State Emergency Loan—The District (formerly King City Joint Union High School District [HSD]) sought and received a state emergency loan pursuant to E.C. 41320 in 2009 to address an acute budget shortfall that threatened the fiscal solvency of the district. Greenfield HS was pledged as collateral for the loan. In addition, local governance of the district was suspended and the District was overseen by a state administrator beginning in July 23, 2009. Since that time, the school board has been reinstated and the former state administrator has become the District's Superintendent. However, until such time as the loan is fully repaid, the state will still have oversight responsibilities as it pertains to the District.

The initial loan of $5 million was issued through the state's Infrastructure Bank (I-Bank) in 2009. However, this amount was refinanced and an additional $8 million was provided on April 14, 2010. The subsequent loan totaled $14.395 million. In 2014, the State Legislature amended the terms of the emergency loan and established a payment mechanism, which provides an effective interest rate subsidy to the District in which the rate is equal to the state's Pooled Money Investment Account rate, plus 2%.

One of the provisions of the "Lease Agreement" between the I-Bank and the District is pertinent to Greenfield Union SD's reorganization effort. Specifically, Article VIII, Section 8.10, states:

> Non-Impairment by District. The District will not voluntarily limit or alter the right hereby vested in the I-Bank to receive Rental Payments by way of the Intercept or in any way impair the rights or remedies of the I-Bank, the Bondholders or the Trustee until the Bonds, together with interest thereon, are fully discharged or provision for their discharge has been made in accordance with the Trust Agreement. This covenant is expressly intended to describe, but is not limited to, any change in the nature of the District's obligations with respect to this Lease Agreement *in connection with any reorganization, or proposed reorganization, of the District pursuant to Chapters 3 and 4 of Division 3 of Title 2 of the California Education Code* (emphasis added).

© 2017 School Services of California, Inc.

In order to proceed with the unification, the loan will need to be fully repaid. The Greenfield Union SD proposes to pay off the existing loan and hold the District harmless for any subsequent cost that would attend the refinancing. The District, Monterey County Office of Education, and Greenfield Union SD representatives have held meetings with the I-Bank to discuss options for satisfying the loan and moving forward with unification. Further analysis of the financial implications can be found under Criterion Number 9 later in this report.

Criterion Number 6: Sound Educational Program

The Education Code specifies that "the proposed reorganization will continue to promote sound education performance and will not significantly disrupt the educational programs in the districts affected by the proposed reorganization." Title 5 regulations further specify a duty of the CDE to describe districtwide and school site programs that could be adversely affected by a district reorganization that excludes school sites from the reorganization proposal.

Analysis and Comment

The review completed for the Monterey County Office of Education in June 2016 included a discussion of the Academic Performance Index (API), which summarizes the performance of students in a school district or school site, as measured by the Standardized Testing and Reporting (STAR) Program and the California High School Exit Exam. The review also included a discussion of the similar schools ranking, which compares schools of the same type (e.g., elementary, middle, or high school) statewide and to 100 similar schools (e.g., schools with similar opportunities and challenges) and ranks them in 10 equal categories, called deciles, from 10 (highest) to 1 (lowest).

While the use of the API has been suspended since 2014 while the state transitions to the Common Core State Standards and Smarter Balanced Assessments, historic API data was utilized in the June 2016 review to perform an academic analysis. Our review found that API and statewide and similar schools rankings show that there is room for improvement in the District and Greenfield Union SD. However, the proposed unification would not in itself disrupt or undermine the educational programs.

The API was replaced by the California School Dashboard (formerly known as the Evaluation Rubrics) that is prescribed as part of the implementation of the LCFF and illustrates the state's new accountability system by measuring the performance of local educational agencies (LEAs) at the district, school, and pupil subgroup levels in the following areas:

© 2017 School Services of California, Inc.

State Indicators (collected through California Longitudinal Pupil Achievement Data System)

- Academic (English Language Arts and Math)
- English Learner Progress
- Chronic Absenteeism
- Graduation Rate
- Suspension Rate
- College/Career Readiness

State indicator performance levels are bifurcated into two segments: current status and change (year-over-year progress). The result is a color-coded pie chart that includes five colors ranging from blue (highest performing) to red (lowest performing).

Local Indicators

- Basic Services and Conditions
- Implementation of Academic Standards
- Parent Engagement
- School Climate
- Coordination of Services for Expelled Students (county office of education [COE] only)
- Coordination of Services for Foster Youth (COE only)

Local indicator performance levels are ranked using three metrics: Met, Not Met, Not Met for Two or More Years.

Currently, only three of the indicators applicable to grades 9-12 are available—Suspension Rate, English Learner Progress, and Graduation Rate. The full Dashboard will be implemented in Fall 2017. Figure 2 provides a summary of the results for both King City HS and Greenfield HS for all students.

© 2017 School Services of California, Inc.

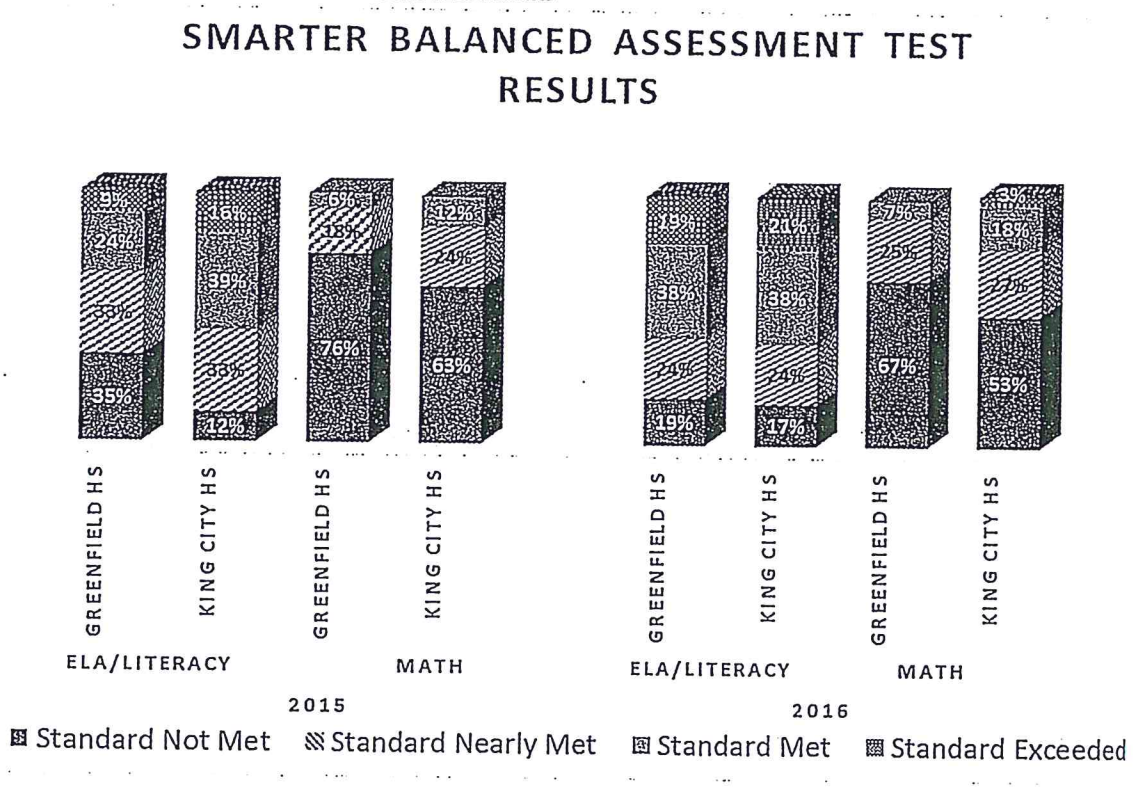
Figure 2. California School Dashboard Summary						
	King City HS			Greenfield HS		
	Student Performance*	Status	Change	Student Performance*	Status	Change
Suspension Rate (K-12)	Green	Medium (5.5%)	Declined Significantly (-4.8%)	Orange	High (9.7%)	Increased (+2.4%)
English Learner Progress (K-12)	Blue	n/a	n/a	Yellow	n/a	n/a
Graduation Rate (9-12)	Green	High (90.8)	Maintained (+0.3%)	Orange	Low (84.6%)	Maintained (+0.1%)

The results summarized in Figure 2 illustrate that the proposed unification will not undermine the educational programs remaining within the District. In all three available indicators, King City HS outperforms Greenfield HSD.

An additional year of Smarter Balanced Assessment results were also recently released, so that two years of test results are now available. A review of these results (see Figure 3 below) show that while both schools improved from 2015 to 2016, King City HS outperformed Greenfield HS in both English Language Arts (ELA)/Literacy and Math. King City HS had a larger percentage of students exceeding the standard in ELA/Literacy in both 2015 and 2016, and had an equal or larger percentage that either meet or nearly meet the standard. The same is true for Math where, unlike in 2015 and unlike Greenfield HS, King City HS had students that exceeded the standard in 2016. This data further supports the conclusion that the proposed unification, and the loss of Greenfield HS, will not disrupt or undermine the educational programs remaining within the District.

© 2017 School Services of California, Inc.

Figure 3: Smarter Balanced Assessment Test Results



In addition to the test results, we analyzed the programs currently available at the District and examined whether they would be affected by the loss of Greenfield HS. The District maintains two comprehensive high schools—King City HS, which would remain within the District, and Greenfield HS, which would become part of the proposed Greenfield USD. Both sites have similar enrollment with King City HS at 1,034 students and Greenfield HS at 1,157 students. A review of the master schedules shows that both high schools offer a similar number and type of classes, including both core and elective courses.

Further, the staff allocated to both school sites is comparable. Figure 4 below shows that the number of FTE and student to teacher (certificated nonmanagement) ratio is similar between the two schools. Greenfield HS has 3.336 FTE more than King City HS, which could be explained by the higher student enrollment attributable to the school. However, the student to teacher ratio is actually lower at King City HS. The same is true for the remaining staff where they are either identical at both school sites or slightly higher at Greenfield HS, with the exception of Classified Support staff where King City HS has a slightly higher FTE count.

© 2017 School Services of California, Inc.

Figure 4: Staffing at High Schools			
		King City HS	Greenfield HS
	Enrollment[1]	1,034	1,157
All Staff	FTE[2]	71.47939	74.12549
	Ratio	14	16
Certificated Nonmanagement	FTE[2]	41.16689	44.50049
	Ratio	25	26
Other Certificated	FTE[2]	5.00000	5.00000
	Ratio	207	231
Instructional Assistants	FTE[2]	7.68750	8.75000
	Ratio	135	132
Classified Support	FTE[2]	13.62500	11.87500
	Ratio	76	97
Clerical & Office	FTE[2]	4.00000	4.0000
	Ratio	259	289

[1] 2016-17 California Longitudinal Pupil Achievement Data System (CALPADS)
[2] Assigned FTE from Staffing Report by Account provided by District

Based on discussions with District staff and a review of the master schedules for both high schools, there are no courses or programs that are offered districtwide that would be affected by the transfer of Greenfield HS to the proposed Greenfield USD. Each school maintains its own core and elective courses and no students enrolled at one high school attend classes or take part in extracurricular activities that are held at or sponsored by the other high school. Therefore, the proposed reorganization will not significantly disrupt the educational programs in the District as no site-specific, districtwide, or school site programs would be adversely affected by the proposed reorganization.

Criterion Number 9: Effect on Fiscal Status and Management

The Education Code specifies that the proposed reorganization "will continue to promote sound fiscal management and not cause a substantial negative effect on the fiscal status of the proposed district or any existing district affected by the proposed reorganization."

In 2013-14, the state enacted a historic reform of its school finance system. In the early 1970s, in response to the California State Supreme Court's decision in the *Serrano v. Priest* case, the Legislature enacted a system of general purpose funding under revenue limits and need-based or program-based funding established through numerous categorical programs. Over time, per-pupil differences in general purpose funding have been narrowed considerably through the revenue limit system; however, funding differences related to categorical programs remained.

© 2017 School Services of California, Inc.

As part of the 2013 State Budget Act, the Legislature passed the Local Control Funding Formula (LCFF). This historic reform of the state's school finance system eliminated revenue limits and more than 40 categorical programs. In its place, the state established a system of funding local educational agencies through base grants, add-on funding for K-3 Class-Size Reduction and career technical education (CTE), and supplemental and concentration grants to provide extra funding to districts with students from low-income families, students who are English learners (ELs), and foster youth.

The model itself was enacted in June 2013 with the signing of Assembly Bill (AB) 97 (Chapter 47/2013), and revisions and clarifications were enacted in September 2013 through Senate Bill 97 (Chapter 357/2013), the "clean-up" measure to AB 97. The revenue analysis for the proposed district reorganization, therefore, reflects the new LCFF system.

Analysis and Comment

This section reviews the budget for the District over the period from 2016-17 through 2020-21, assuming that the reorganization is effective for the 2018-19 fiscal year.

Figure 5 displays the District's actual and projected Second Principal (P-2) ADA from 2012-13 through 2020-21. For purposes of this study, we have assumed that the reorganization of the District is effective commencing in 2018-19, although we recognize that reorganizations typically take several years once a reorganization petition is submitted. The figure shows that the transfer of Greenfield HS to the proposed Greenfield USD would result in a loss of 1,138 ADA in 2018-19, increasing slightly to 1,142 by 2020-21. This loss represents approximately half of the ADA of the District.

In addition, the reorganization of the District will affect attendance at the Portola-Butler Continuation School (Portola-Butler). In 2016-17, the continuation school's enrollment is estimated at 61 students, which will generate approximately 57 ADA at P-2. These students reside in the attendance areas of Greenfield HS and King City HS in roughly equal proportions. Following the reorganization, approximately half of Portola-Butler's students would no longer be enrolled at the District's continuation school, but would instead be enrolled in the proposed Greenfield USD's program. Figure 5 reflects the loss of Portola-Butler ADA residing in the Greenfield HS attendance area.

© 2017 School Services of California, Inc.

Figure 5: P-2 ADA South Monterey County JHSD							
				Pre-Reorganization		Post-Reorganization	
Year	King City High School	Greenfield High School	Portola-Butler Continuation School	Total ADA	Percent Change	Total ADA	Percent Change
2012-13	875	855	101	1,831	—	1,831	—
2013-14	872	874	83	1,829	-0.10%	1,829	-0.10%
2014-15	893	916	92	1,901	3.90%	1,901	3.90%
2015-16	960	993	83	2,036	7.10%	2,036	7.10%
2016-17	959	1,073	57	2,088	2.60%	2,088	2.60%
2017-18	993	1,126	57	2,176	4.20%	2,176	4.20%
2018-19	1,015	1,138	54	2,207	1.40%	1,042	-52.10%
2019-20	1,010	1,142	55	2,207	0.00%	1,038	-0.40%
2020-21	1,010	1,142	55	2,207	0.00%	1,038	0.00%

Figure 6 shows the District's revenues and expenditures from 2016-17 through 2020-21, with the effects of the reorganization commencing in 2018-19. These projections are based on the District's multiyear projections, adjusted for the loss in ADA related to the transfer of students residing in the Greenfield HS attendance area to the proposed Greenfield USD, as well as ADA-related changes and increases for projected cost-of-living adjustments (COLAs).

Revenues under the LCFF drop 49% in 2018-19 stemming from the loss of ADA associated with Greenfield HS and Portola-Butler. The unduplicated pupil percentage (UPP), which determines funding for supplemental and concentration grants, is assumed to be the same for the District following reorganization at 79%. If the UPP following reorganization is higher or lower than the current UPP, then the District's entitlement to supplemental and concentration grant funding could in turn be higher or lower, although the variation from the current rate is not expected to be significant.

© 2017 School Services of California, Inc.

Figure 6: General Fund Projections South Monterey Joint Union HSD Budget Summary					
Revenues	2016-17 Budgeted	2017-18 Projection	2018-19 Projection	2019-20 Projection	2020-21 Projection
LCFF Sources	$22,839,806	$24,617,845	$12,506,414	$12,798,969	$13,083,200
Federal Sources	$1,238,681	$1,238,681	$613,910	$626,865	$643,539
Other State Sources	$1,158,643	$557,323	$276,218	$282,047	$289,549
Other Local Sources	$1,565,850	$1,518,494	$873,603	$873,603	$873,603
Total Revenues	$26,802,980	$27,932,343	$14,270,146	$14,581,484	$14,889,892
Expenditures					
Certificated Salaries	$10,232,073	$11,096,212	$6,169,367	$6,325,452	$6,493,709
Classified Salaries	$3,044,947	$3,369,990	$1,893,504	$1,941,409	$1,993,051
Employee Benefits	$4,568,375	$5,143,923	$2,891,403	$2,964,555	$3,043,413
Books and Supplies	$1,551,503	$1,636,820	$819,906	$840,650	$863,011
Services and Other Operating Expenses	$4,655,791	$4,470,680	$2,109,367	$2,162,734	$2,220,263
Capital Outlay	$336,122	$100,000	$48,262	$48,262	$48,262
Other Outgo--Excluding Transfers of Indirect Costs					
Debt Service--Interest	$712,614	$712,614	$0	$0	$0
Debt Service--Principle	$580,000	$580,000	$0	$0	$0
Pmt. To COE/Other	$331,915	$331,915	$331,915	$340,312	$349,365
Other Outgo--Transfers of Indirect Costs	$1	-$25,800	-$25,800	-$26,453	-$27,156
Other Financing Uses	$0	$0	$0	$0	$0
Other Adjustments	$0	$0	$0	$0	$0
Total Expenditures	$26,013,341	$27,416,354	$14,237,923	$14,596,922	$14,983,916
Excess of Revenues Over Expenditures	$789,639	$515,989	$32,223	-$15,438	-$94,024
Other Financing Sources	$0	$0	-$544,532	-$547,680	-$552,815
Net Change in Fund Balance	$789,639	$515,989	-$512,309	-$563,118	-$646,839
Beginning Fund Balance	$6,463,798	$7,253,437	$3,760,402	$3,248,093	$2,684,975
Ending Fund Balance	$7,253,437	$7,769,426	$3,248,093	$2,684,975	$2,038,137

As discussed in the section addressing Criterion 3 (the division of property and facilities), the fund balance must be divided between the District and the proposed Greenfield USD. The figure shows that the beginning fund balance in 2018-19 is $3.76 million, a reduction of $4 million from the ending fund balance in 2017-18. This reflects the transfer of funds to the proposed Greenfield USD, based on Greenfield HS's enrollment relative to the enrollment of the District.

With respect to the emergency loan, the figure shows the effects of Greenfield Union SD's plan to provide full repayment of the I-Bank loan, as discussed under Criterion 3. Under the proposal,

© 2017 School Services of California, Inc.

Greenfield Union SD would issue Certificates of Participation or Lease Revenue Bonds to repay the loan. In Figure 6 above, debt service principle and interest related to the I-Bank loan are extinguished for the District in 2018-19.

Greenfield Union SD and the District would enter into a mitigation agreement under which Greenfield Union SD would receive annual payments from the District equal to its proportionate share of the current I-Bank loan, based on the enrollment of students attending King City HS relative to the total enrollment of District. In 2016, the consultants hired by Greenfield Union SD estimated payment of $544,532 commencing in 2017-18, increasing to $617,836 by 2018-19. For purposes of this study, the initial payment is assumed to commence in 2018-19 and is reflected in Figure 6 under Other Financing Sources.

It is important to note, however, that currently there is no agreed-upon method to divide the I-Bank loan between the District and Greenfield Union SD. Also under consideration is a plan in which Greenfield Union SD, rather than providing full repayment of the loan, instead reimburses the District for its proportionate share of the debt-service payments. Under this plan, the District would continue to be responsible for repayment of the I-Bank loan. Greenfield Union SD would not be required to issue a Certificate of Participation or Lease Revenue Bond, but would instead presumably reimburse the District from its operating revenue.

This option would likely require negotiations with the I-Bank, and potentially holders of the bonds associated with the District's original emergency loan, to address the non-impairment provision of the Lease Agreement (as discussed under Criterion 3, the Lease Agreement specifically prohibits reorganization of the District while the bonds are outstanding).

Based on the above assumptions, the following findings are relevant to the proposed reorganization of the District:

Revenues. The reorganization would reduce the funded ADA of the District by 1,165 commencing in 2018-19, resulting in a reduction in LCFF revenue from $24.6 million to $12.5 million. Revenues from federal sources and other state sources also fall related to the loss of ADA at Greenfield HS. Revenues from other local sources are generally not directly tied to the ADA of the District, and therefore, do not decline in similar proportion; however, "make whole" revenues related to the District's I-Bank loan and the repayment intercept program are reflected in this revenue line. Greenfield Union SD's plan to fully repay the I-Bank loan in turn reduces the "make whole" revenue payment by an estimated $265,000 commencing in 2018-19.

Expenditures. District expenditures related to salaries and benefits will fall under the reorganization as certificated and classified staff serving Greenfield HS and Portola-Butler are assumed to be transferred to the proposed Greenfield USD. District office staff, however, are assumed to remain with the District. The workload associated with most of these positions will not

© 2017 School Services of California, Inc.

necessarily fall following the reorganization; therefore, the District's administrative costs per ADA will rise. To the extent that the District can reduce some of these costs over time, ongoing expenditures will better align with projected revenues.

Similarly, the staffing costs of Portola-Butler will not fall in proportion to the loss of revenues associated with the students who would no longer attend the school. Currently, the District maintains the school with four certificated FTE who teach a broad curriculum, including math, English, and social science. In order to maintain the subject matter offerings to the students who would remain following reorganization, most of the staffing will have to remain in place. This projection assumes the District can reduce staffing at the continuation school by one FTE and still maintain the current course offerings.

I-Bank Loan. In 2016 Greenfield Union SD contracted with consultants who prepared a plan to address the I-Bank loan currently being paid by the District. The terms of the loan explicitly prohibit a reorganization during the repayment phase of the loan. As a result, Greenfield Union SD plans to repay the loan and hold the District harmless for any cost of issuance or interest rate increase that might attend the refinancing.

Assuming this plan is implemented, the District will no longer be responsible for an estimated $712,000 in annual interest payments and $580,000 in annual principle payments. However, the District would no longer receive approximately $265,000 in "make whole" revenues from the state through a loan payment intercept agreement, which lowered the loan's net interest costs pursuant to state legislation enacted in 2014. (Revenues associated with the intercept agreement are reflected under Other Local Sources in Figure 6.) Instead, the District would make annual payments to Greenfield Union SD of approximately $550,000, representing its proportionate share of the I-Bank loan.

Net Change in Fund Balance. Commencing in 2018-19, the District would experience a significant reduction in its fund balance. In the first year of the reorganization, the District's fund balance would drop $512,309 to $3.248 million. In the following year, the fund balance drops $563,118 to $2.685 million and by 2020-21 the District's fund balance would be just over $2 million. However, even with these declines, the District would still have a fund balance in 2020-21 equal to 13.7 % of projected revenues.

The projected deficit spending and associated decline in the District's fund balance is related to two primary issues: (1) the difficulty in reducing administrative staffing costs in proportion to the loss of LCFF revenues, and (2) the slowdown in projected state funding increases under the LCFF.

These projections assume that staffing costs associated with Greenfield HS can be cut in full as this campus would no longer be part of the District following reorganization. However, the District will face challenges in reducing central office staff in proportion to the loss of Greenfield HS

© 2017 School Services of California, Inc.

students since the administrative workload is not a direct function of District enrollment. While some central office positions could be eliminated over time and responsibilities consolidated among fewer staff, it may be difficult to cut these expenditures by half since many key functions will remain. Similarly, staff at the District's continuation school will be difficult to cut without impairing the educational offerings to students. The projections assume that most of these positions continue in the near term.

The other challenge facing the District is the slowdown in projected funding increases under the LCFF. We note that the District's MYP shows a net decrease in its projected fund balance of $79,430 in 2018-19, without consideration of the proposed reorganization. While this issue is not directly related to the reorganization, it nevertheless will present a fiscal environment in which scaling down District operations will be even more challenging.

In conclusion, the District will face significant challenges in implementing administrative staffing reductions in proportion to the loss of unrestricted revenues under the LCFF. While the District currently maintains a significant fund balance, deficit spending of approximately $500,000 annually following reorganization will erode this balance. The District's fund balance will drop from $3.8 million as the 2018-19 fiscal year begins to just over $2 million by the close of 2020-21. If the District can significantly reduce administrative costs and align expenditures with projected revenues, the proposed reorganization could be successful.

Summary and Conclusions

The Committee deferred making a decision on the three criteria—Criteria 3, 6, and 9—until further research and discussions could be held. SSC has analyzed the three criteria upon which the Committee deferred decision-making to determine the impacts of the proposed reorganization on the District. The three criteria encompass the division of the District's assets and liabilities, including property, the educational programs, and the fiscal implications to the District should the unification proceed.

While the District will need to undertake some restructuring in order to adjust for the loss of Greenfield HS, our analysis concludes that the property can be proportionately divided and the educational programs maintained while keeping the District fiscally solvent after the proposed reorganization.

Overall, while the division of property will reduce the District's assets, a proportionate share of its liabilities will also be reduced allowing the District to continue operations and serve the remaining student body. As both high schools are currently independent in terms of core courses, electives, and other extracurricular programming, the transfer of Greenfield HS to the proposed Greenfield USD will have no impact on the educational programs remaining in the District.

© 2017 School Services of California, Inc.

Lastly, the analysis of the fiscal status of the District indicates that there would be significant deficit spending resulting from the loss of revenue associated with Greenfield HS ADA and half of the ADA of Portola-Butler and the transfer of funds to Greenfield Union SD related to the repayment of the I-Bank loan. However, the District would still have a $2 million fund balance at the end of 2020-21, equivalent to 13.7% of projected revenues.

The District's deficit spending is largely related to fixed costs in the near term in the central office and the slowdown in state funding increases under the LCFF, as total state funding reaches the target level of the funding model. If the District can significantly cut administrative costs, the proposed reorganization could be feasible.

© 2017 School Services of California, Inc.

students since the administrative workload is not a direct function of District enrollment. While some central office positions could be eliminated over time and responsibilities consolidated among fewer staff, it may be difficult to cut these expenditures by half since many key functions will remain. Similarly, staff at the District's continuation school will be difficult to cut without impairing the educational offerings to students. The projections assume that most of these positions continue in the near term.

The other challenge facing the District is the slowdown in projected funding increases under the LCFF. We note that the District's MYP shows a net decrease in its projected fund balance of $79,430 in 2018-19, without consideration of the proposed reorganization. While this issue is not directly related to the reorganization, it nevertheless will present a fiscal environment in which scaling down District operations will be even more challenging.

In conclusion, the District will face significant challenges in implementing administrative staffing reductions in proportion to the loss of unrestricted revenues under the LCFF. While the District currently maintains a significant fund balance, deficit spending of approximately $500,000 annually following reorganization will erode this balance. The District's fund balance will drop from $3.8 million as the 2018-19 fiscal year begins to just over $2 million by the close of 2020-21. If the District can significantly reduce administrative costs and align expenditures with projected revenues, the proposed reorganization could be successful.

Summary and Conclusions

The Committee deferred making a decision on the three criteria—Criteria 3, 6, and 9—until further research and discussions could be held. SSC has analyzed the three criteria upon which the Committee deferred decision-making to determine the impacts of the proposed reorganization on the District. The three criteria encompass the division of the District's assets and liabilities, including property, the educational programs, and the fiscal implications to the District should the unification proceed.

While the District will need to undertake some restructuring in order to adjust for the loss of Greenfield HS, our analysis concludes that the property can be proportionately divided and the educational programs maintained while keeping the District fiscally solvent after the proposed reorganization.

Overall, while the division of property will reduce the District's assets, a proportionate share of its liabilities will also be reduced allowing the District to continue operations and serve the remaining student body. As both high schools are currently independent in terms of core courses, electives, and other extracurricular programming, the transfer of Greenfield HS to the proposed Greenfield USD will have no impact on the educational programs remaining in the District.

© 2017 School Services of California, Inc.

Lastly, the analysis of the fiscal status of the District indicates that there would be significant deficit spending resulting from the loss of revenue associated with Greenfield HS ADA and half of the ADA of Portola-Butler and the transfer of funds to Greenfield Union SD related to the repayment of the I-Bank loan. However, the District would still have a $2 million fund balance at the end of 2020-21, equivalent to 13.7% of projected revenues.

The District's deficit spending is largely related to fixed costs in the near term in the central office and the slowdown in state funding increases under the LCFF, as total state funding reaches the target level of the funding model. If the District can significantly cut administrative costs, the proposed reorganization could be feasible.

© 2017 School Services of California, Inc.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: P-2 ADA Report – Pinnacle Academy Charter **MEETING:** May 24, 2017

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
X	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:
Our P-2 Average Daily Attendance (ADA) report number for Pinnacle Academy Charter School is 16.72.

Our estimate for ADA at Second Interim Financial reporting was 11.39. This is an increase of 5.33 ADA. The amount we receive per ADA for LCFF is $9,562. The added ADA provides additional LCFF revenues of $51K.

P-2 is the attending reporting period the State determines final apportionments to Districts and Charters.

Recommendation:
Information item only

Fiscal Impact:
Growth in ADA and funding.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

Certification

County: Monterey | Fiscal Year: 2016-17

District: South Monterey County Joint Union High | Pinnacle Academy Charter - Independent Study | P-2

CDS CODE 27 66068 0134254 | D5F2F9B9

Attendance Charter School

I hereby certify that, to the best of my knowledge, all data have been compiled and reported in accordance with all applicable laws, regulations and instructions.

Responsible Charter School Official: _____ Date: 4/19/2017

School District Superintendent: _____ Date: _____

County Superintendent of Schools: _____ Date: _____

Any inquiries concerning this report should be directed to:

CONTACT NAME Sherrie Castellanos

PHONE (831)385-4661 *

FAX (831)385-0643

E-Mail scastellanos@smcjuhsd.org

Charter Status

County: Monterey
Fiscal Year: 2016-17
District: South Monterey County Joint Union High : Pinnacle
P-2
CDS CODE 27 66068 0134254 1821
Certificate Number: A1E230D4

Did the charter school cease operation during the current fiscal year?	No
Is this charter school in its first year of operation?	Yes
Enter Date (month, day, year) that instruction commenced	8/8/2016
Does this charter school operate multiple instructional tracks?	No
Single Track Days of Operation	0
What is the site type of the charter school?	Independent Study

Attendance Charter School

County: Monterey

District: South Monterey County Joint Union High : Pinnacle

CDS CODE 27 66068 0134254 1821

Fiscal Year: 2016-17

P-2

Certificate Number: D5F2F9B9

Did the charter school cease operation during the current fiscal year?	No
Is this charter school in its first year of operation?	Yes
Enter Date (month, day, year) that instruction commenced	8/8/2016
Does this charter school operate multiple instructional tracks?	No
Single Track Days of Operation	0
What is the site type of the charter school?	Independent Study

Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA	A-1	0.00	0.00	0.00	16.72	16.72
Classroom-based ADA included in A-1	A-2	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345(b)(3)] (Divisor 175)	A-3	0.00	0.00	0.00	0.00	0.00
Classroom-based ADA included in A-3	A-4	0.00	0.00	0.00	0.00	0.00
Special Education - Nonpublic, Nonsectarian Schools [EC 56366(a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-5	0.00	0.00	0.00	0.00	0.00
Classroom-based ADA included in A-5	A-6	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366(a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-7	0.00	0.00	0.00	0.00	0.00

County: Monterey

District: South Monterey County Joint Union High : Pinnacle

CDS CODE 27 66068 0134254 1821

Fiscal Year: 2016-17

P-2

Certificate Number: D5F2F9B9

Classroom-based ADA included in A-7	A-8	0.00	0.00	0.00	0.00	0.00
ADA Totals (Sum of A-1 through A-7 excluding classroom-based ADA)	A-9	0.00	0.00	0.00	16.72	16.72
Classroom-based ADA Totals (Sum of A-2 through A-8 including only classroom-based ADA)	A-10	0.00	0.00	0.00	0.00	0.00
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	0.00	0.00	0.00	16.72	16.72
Other						
ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1, A-3, A-5 and A-7, TK/K-3 Column, First Year ADA Only)	B-1	0.00				0.00
Non classroom-based ADA not eligible for funding pursuant to EC 47612.5(b) and 51745.6 and not included in A-11	B-2	0.00	0.00	0.00	0.00	0.00
Course Based Independent Study ADA, pursuant to EC 51749.5, included in A-11	B-3	0.00	0.00	0.00	0.00	0.00
Course Based Independent Study ADA not eligible for funding, pursuant to EC 47612.5(b) and 51745.6, included in B-2	B-4	0.00	0.00	0.00	0.00	0.00

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: P-2 ADA Report – South Monterey County JUHSD **MEETING:** May 24, 2017

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
X	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:
Our P-2 Average Daily Attendance (ADA) report number is 2,147.86 (this does not count the students serviced by MCOE that they report on our behalf.

Our estimate for ADA at Second Interim Financial reporting was 2,121. This is an increase of 26.86. The amount we receive per ADA for LCFF is $10,810. The added ADA provides additional LCFF revenues of $290K.

P-2 is the attending reporting period the State determines final apportionments to Districts.

Recommendation:
Information item only

Fiscal Impact:
Growth in ADA and funding.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

Certification

County: Monterey
Fiscal Year: 2016-17

District: South Monterey County Joint Union High
P-2

CDS CODE 27 66068
4D4CA8F3

Attendance School District

I hereby certify that, to the best of my knowledge, all data have been compiled and reported in accordance with all applicable laws, regulations and instructions.

School District Superintendent: David R Moiras Date: _____

County Superintendent of Schools: _____ Date: _____

Any inquiries concerning this report should be directed to:

CONTACT NAME	Elizabeth Lopez
PHONE	(831)385-0606 * 4445
FAX	(831)385-0695
E-Mail	elopez@smcjuhsd.org

Attendance School District

County: Monterey

District: South Monterey County Joint Union High

CDS CODE 27 66068

Fiscal Year: 2016-17

P-2

Certificate Number: 4D4CA8F3

Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	0.00	0.00	0.00	2,147.86	2,147.86
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	A-2	0.00	0.00	0.00	0.00	0.00
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-4	0.00	0.00	0.00	0.00	0.00
Community Day School [EC 48660] (Divisor 70/135/180)	A-5	0.00	0.00	0.00	0.00	0.00
ADA Totals (Sum of A-1 through A-5)	A-6	0.00	0.00	0.00	2,147.86	2,147.86
Other						
Full-Time Traditional Independent Study ADA, pursuant to EC 51747, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-1	0.00	0.00	0.00	16.45	16.45
Full-Time Traditional Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-2	0.00	0.00	0.00	0.00	0.00

County: Monterey

District: South Monterey County Joint Union High

CDS CODE 27 66068

Fiscal Year: 2016-17

P-2

Certificate Number: 4D4CA8F3

Course Based Independent Study ADA, pursuant to EC 51749.5, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-3	0.00	0.00	0.00	0.00	0.00
Course Based Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-4	0.00	0.00	0.00	0.00	0.00
ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)	B-5	0.00				0.00
ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-6				83.40	83.40
ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-7					0.00

County: Monterey

District: South Monterey County Joint Union High

CDS CODE 27 66068

Fiscal Year: 2016-17

P-2

Certificate Number: 4D4CA8F3

Prior Year ADA Adjustment (P-1 and P-2 only)		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051(a)(2)(B)].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-1	0.00	0.00	0.00	18.95	18.95
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-2	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-1 + C-2)	C-3	0.00	0.00	0.00	18.95	18.95
Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051(a)(2)(C)].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-4	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-5	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-4 + C-5)	C-6	0.00	0.00	0.00	0.00	0.00

County: Monterey
District: South Monterey County Joint Union High
CDS CODE 27 66068

Fiscal Year: 2016-17
P-2
Certificate Number: 4D4CA8F3

Prior Year P-2 ADA attributable to district resident pupils attending a non-charter school [EC 42238.052].						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-7	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-8	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-7 + C-8)	C-9	0.00	0.00	0.00	0.00	0.00
Gain or Loss of ADA due to a Reorganization or Transfer of Territory [EC 42238.05 (a)(3)]. If the ADA adjustment is a loss, report the loss as a negative number in Line C-10 or C-11.						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-10	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-11	0.00	0.00	0.00	0.00	0.00
ADA Totals (C-10 + C-11)	C-12	0.00	0.00	0.00	0.00	0.00

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Regular Meeting of the Board June, 2017

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

X 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:
Due to a conflict of schedules the regular meeting of the South Monterey County Joint Union High School District will be held on Monday, June 26, 2017. Closed session will begin at 5:30 PM at the District Offices in King City.

Recommendation:
This is an information item

Fiscal Impact:
No 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

GOVERNING BOARD

SUBJECT: Board Policies - First Reading

MEETING: May 24, 2017

AGENDA SECTION:

☐ **ACTION**

X 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
X 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 5141.52 Suicide Prevention (new)
AR 5141.52 Suicide Prevention (new)

BP 5148.2 Before/After School Programs (new)
AR 5148.2 Before/After School Programs (new)

BP 6142.2 World Foreign Language Instruction (new)
AR 6142.2 World Foreign Language Introduction (new)

BP 6144 Controversial Issues (revised)

BP 6174 Education for English Language Learners (substantially revised)
AR 6174 Education for English Language Learners (substantially revised)

BP 6176 Weekend Saturday Classes (revised)

E5145.6 Parental Notifications (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

Students

Suicide Prevention

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. Those components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's model policy required by Education Code 215.***~~

~~***Note: The following policy and accompanying administrative regulation should be revised to reflect district practice. Pursuant to Education Code 215, the policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.***~~

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy address any training to be provided to teachers of students in grades 7-12 on suicide awareness and prevention. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 may be revised to specify other categories of employees who will receive the training.***~~

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

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

~~***Note: Items #2-7 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.***~~

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.***~~

As appropriate, these measures and strategies shall specifically address the needs of students who

are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Preventing Suicide: A Toolkit for High Schools, 2012
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth

National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

(6/96 7/09) 3/17

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted:

King City, California

Students

Suicide Prevention

~~***Note: Pursuant to Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), districts serving students in grades 7-12 are mandated to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide). See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice.***~~

~~***Note: Examples of suicide prevention strategies are available in the California Department of Education's (CDE) model policy created in response to AB 2246, the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, and BP 5145.9 - Hate-Motivated Behavior.***~~

Staff Development

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address any training to be provided to teachers of students in grades 7-12 on suicide awareness and prevention. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. The following section may be revised to reflect district practice.***~~

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

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

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the~~

~~higher rates of suicide among these groups, as provided in item #1 below.***~~

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

~~***Note: Staff development may include training about risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from the CDE, Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other agencies and organizations.***~~

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

~~***Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school. The district may revise the~~

~~following paragraph to reflect grade levels offered by the district.***~~

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 1020 - Youth Services)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Intervention

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice.***~~

~~***Note: In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289; see BP/AR 0450 - Comprehensive Safety Plan.***~~

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

~~***Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student. Also see BP 6164.2 - Guidance/Counseling Services.***~~

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

~~***Note: The following paragraph is optional. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.***~~

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

~~***Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.***~~

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

~~***Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The National Association of School Psychologists, in its Preventing Suicide, Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school.***~~

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(6/96 7/09) 3/17

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

Students

Before/After School Programs

~~The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program and provide safe, constructive alternatives for students. In order to increase academic achievement of participating students, the content of such programs shall be aligned with the district's vision and goals for student learning, its curriculum, and district and state academic standards and shall be integrated with other learning support activities.~~

~~*(cf. 0000 - Vision)*~~
~~*(cf. 0200 - Goals for the School District)*~~
~~*(cf. 5147 - Dropout Prevention)*~~
~~*(cf. 5148 - Child Care and Development)*~~
~~*(cf. 6011 - Academic Standards)*~~
~~*(cf. 6162.52 - High School Exit Examination)*~~
~~*(cf. 6176 - Weekend/Saturday Classes)*~~
~~*(cf. 6177 - Summer School)*~~
~~*(cf. 6179 - Supplemental Instruction)*~~

~~***Note: The following optional policy is for use by districts providing before-school and/or after-school programs and should be revised to reflect the program(s) offered by the district. For eligible programs in grades K-9, the district may apply for funding from the state's After School Education and Safety Program (ASES) (Education Code 8482-8484.65) and/or the federal 21st Century Community Learning Center Program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176). The federal 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) (Education Code 8420-8428; 20 USC 7171-7176) provides funding for eligible programs in grades 9-12. See the accompanying administrative regulation for major requirements of each program.***~~

~~***Note: The following policy is applicable to all three programs, unless otherwise noted, and may be adapted by districts that offer other programs through district funding or alternative sources. If the district does not offer both a before-school and after-school program, it may modify the following policy as appropriate.***~~

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 5147 - Dropout Prevention)

(cf. 5148 - Child Care and Development)
(cf. 6011 - Academic Standards)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

The district's program shall be planned through a collaborative process that includes parents/guardians, students, representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)
(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)

~~***Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 8482.5, in awarding funding for ASES programs, the state gives priority to schools with at least 50 percent of students eligible for free or reduced price meals. Pursuant to 20 USC 7174, funding for the 21st CCLC and ASSETs programs is restricted to schools receiving federal Title I funding. In addition, 20 USC 7174 and Education Code 8422 and 8484.8 give competitive priority for these federal programs to applications jointly submitted by school districts and community organizations for programs that (1) are located in schools that are implementing comprehensive or targeted support and improvement activities pursuant to 20 USC 6311; (2) serve students at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or lacking strong positive role models; (3) provide activities not otherwise accessible to participating students or expand accessibility to high-quality services that may be available in the community; (4) continue or expand existing grants; and (5) for 21st CCLC programs, provide year-round expanded learning programming. For a further description of competitive priority for funding, see the California Department of Education's (CDE) "21st CCLC and ASSETs FAQs" and "Request for Applications for Programs Proposing to Serve High School Students."***~~

To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)

The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being, including, but not limited to, drug and violence prevention programs, counseling/guidance services, character education, and programs that promote parent/guardian involvement and family literacy.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 6020 - Parent Involvement)
(cf. 6142.3 - Civic Education)
(cf. 6164.2 - Counseling/Guidance Services)

~~No fee shall be charged for participation in the program.~~
(cf. 3260 - Fees and Charges)
~~Education Code 8422 (applicable to ASSETs programs), as added and amended by AB 2615 (Ch. 470, Statutes of 2016), the district may charge fees to participating families as long as those fees are waived or reduced for families with students who are eligible for free or reduced-price meals. Option 1 below is for use by districts that choose not to charge family fees. Option 2 is for use by districts that will charge a permissible family fee to cover unfunded costs of the program.***~~

~~**OPTION 1: No fee shall be charged for participation in the program.**~~

OPTION 2: A family fee may be charged to participating families based on the actual cost of services, as long as the fee is waived or reduced for families with students who are eligible for free or reduced-price meals. (Education Code 8422, 8482.6)

~~***Note: The following paragraph is for use by districts selecting Option 2 that offer an ASES and/or 21st CCLC program, and may be modified to reflect program(s) offered by the district. Pursuant to Education Code 8482.6, as added by AB 2615 (Ch. 470, Statues of 2016), commencing July 1, 2017, no family fees may be charged for these programs if the district knows the participating student is a homeless youth or in foster care.***~~

In regard to the After School Education and Safety program and/or 21st Century Community Learning Center program, no fee shall be charged for a student identified as a homeless or foster youth. (Education Code 8482.6)

(cf. 3260 - Fees and Charges)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

~~The Board and the Superintendent or designee shall monitor student participation rates and shall identify measures that shall be used to determine program effectiveness, such as outcome-based data on academic performance, attendance, and positive behavioral changes.~~

~~*(cf. 0500 - Accountability)*~~

~~***Note: In addition, Education Code 8427 and 8484 require the after-school program to submit data on school and program attendance and program quality to the CDE; see the section "Reports" in the accompanying administrative regulation.***~~

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

(cf. 0500 - Accountability)

~~Legal Reference:~~

~~EDUCATION CODE~~
~~8263 Eligibility and priorities for subsidized child development services~~
~~8350-8359.1 Programs for CalWORKS recipients~~
~~8420-8428 21st Century After-School Program for Teens~~
~~8482-8484.6 After School Education and Safety Program~~
~~8484.7-8484.9 21st Century Community Learning Centers~~
~~17264 New construction; accommodation of before- and after-school programs~~
~~35021.3 After-school physical recreation instructors~~
~~45125 Criminal record check~~
~~49430-49436 Nutrition standards~~
~~49553 Free or reduced-price meals~~
~~69530-69547.9 Cal Grant program~~
~~UNITED STATES CODE, TITLE 20~~
~~6314 Title I schoolwide programs~~
~~6319 Program improvement~~
~~7171-7176 21st Century community learning centers~~

~~Management Resources:~~

~~CSBA ADVISORIES~~
~~Proposition 49: New Funding for Before and After School Programs, July 2006~~
~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~
~~21st Century High School After School Safety and Enrichment for Teens (ASSETS) Program Evaluation Guidebook 2005-06, July 2006~~
~~COUNCIL OF CHIEF STATE SCHOOL OFFICERS (CCSSO) PUBLICATIONS~~
~~Using NCLB Funds to Support Extended Learning Time: Opportunities for Afterschool Programs, August 2005~~
~~NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS~~
~~Building and Sustaining After-School Programs: Successful Practices in School Board Leadership, 2005~~

~~U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE~~
~~21st Century Community Learning Centers, February 2003~~
~~U.S. DEPARTMENT OF EDUCATION PUBLICATIONS~~
~~After-School Programs: Keeping Children Safe and Smart, June 2000~~

~~WEB SITES~~
~~CSBA: http://www.csba.org~~
~~Academy for Educational Development, Promising Practices in Afterschool: http://www.afterschool.org~~
~~California Department of Education, After School Partnerships Office: http://www.cde.ca.gov/ls/ba~~
~~California School-Age Consortium: http://calsac.org~~
~~Children Now: http://www.childrennow.org~~
~~Council of Chief State School Officers: http://www.ccsso.org~~
~~National School Boards Association, Extended-Day Learning Opportunities Program: http://www.nsba.org/edlo~~
~~(3/06) 11/06~~

Legal Reference:
EDUCATION CODE
8263 Eligibility and priorities for subsidized child development services
8263.4 Enrollment of students ages 11-12 years
8273.1 Family fees, exemptions
8350-8359.1 Programs for CalWORKS recipients
8360-8370 Personnel qualifications
8420-8428 21st Century After-School Program for Teens
8482-8484.65 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
8490-8490.7 Distinguished After School Health Recognition Program
17264 New construction; accommodation of before- and after-school programs
35021.3 After-school physical recreation instructors
45125 Criminal record check
45330 Paraprofessionals; instructional aides
45340-45349 Paraprofessionals; instructional aides
49024 Criminal background check; Activity Supervisor Clearance Certificate
49430-49434 Nutrition standards
49540-49546 Child Care Food Program
49553 Free or reduced-price meals
60851.1 Suspension of high school exit examination
69430-69460 Cal Grant program
UNITED STATES CODE, TITLE 20
6311 State plans
6314 Title I schoolwide programs

7171-7176 21st Century Community Learning Centers
UNITED STATES CODE, TITLE 42
1766-1766a Child and Adult Care Food Program
11434a Education for homeless children and youths
CODE OF FEDERAL REGULATIONS, TITLE 7
226.17 Child care center nutrition standards

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Quality Program Improvement Plan for Expanded Learning Programs in California 2016-17, November 2016
Request for Application for Programs Proposing to Serve High School Students, September 2016
21st Century Community Learning Centers (21st CCLC) FAQs Elementary/Middle School Programs, September 2016
A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
21st Century High School After School Safety and Enrichment for Teens Program Frequently Asked Questions, March 2012
California After School Physical Activity Guidelines, 2009
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Before and After School: http://www.cde.ca.gov/ls/ba
California Healthy Kids Survey: https://chks.wested.org
California School-Age Consortium: http://calsac.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Partnership for Children and Youth: http://partnerforchildren.org
U.S. Department of Agriculture: http://www.fns.usda.gov/cnd/care/afterschool.htm
U.S. Department of Education: http://www.ed.gov

(11/06 7/15) 3/17

Policy Reading: May 24, 2017 SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT First
Adopted: King City, California

Students

Before/After School Programs

~~***Note: The district should revise the following administrative regulation to reflect the before- and/or after-school program(s) it offers and the grade levels at which the programs are offered. In addition to the program requirements described below, before-school and after-school programs may be subject to other district policies such as BP/AR 5148 - Child Care and Development, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program. The district should consult legal counsel if it has questions regarding the applicability of other laws to the district's programs.***~~

~~Grades K-9~~

~~***Note: The following section is for use by districts providing before-school and/or after-school programs funded by the state After School Education and Safety Program (ASES) (Education Code 8482-8484.65) or the federal 21st Century Community Learning Center program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176). Both ASES and 21st CCLC programs serve students who are in grades K-9 in an elementary, middle, or junior high school. Pursuant to Education Code 8484.75, programs funded through the 21st CCLC program are generally subject to the same program requirements applicable to ASES programs, with the exception of specified provisions primarily related to allocation of funds.***~~

~~***Note: The following section applies to both ASES and 21st CCLC programs except where otherwise noted, and should be revised to reflect the program(s) offered by the district.***~~

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs or serve a high percentage of students from low-income families. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

~~***Note: The remainder of this section applies to both ASES and 21st CCLC programs.***~~

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science,

computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6154 - Homework/Makeup Work)
(cf. 6163.4 - Student Use of Technology)

~~***Note: Education Code 8482.3 requires that the program include an educational enrichment component which may include physical fitness. Pursuant to Education Code 8483.55 and 8484.8, the California Department of Education (CDE) has developed voluntary California After School Physical Activity Guidelines which are available on its web site.***~~

b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 6142.6 - Visual and Performing Arts)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6178 - Career Technical Education)

~~***Note: Pursuant to Education Code 8482.3, after-school programs may offer snacks or meals that conform to applicable state or federal nutrition standards. Reimbursement for providing snacks is available through the National School Lunch Program and the Child and Adult Care Food Program (CACFP) for participating districts. Pursuant to the Healthy, Hunger-Free Kids Act of 2010 (42 USC 1766-1766a), after-school programs participating in the at-risk after-school care component of the CACFP may be reimbursed for serving full meals. Further information is available on the web sites of the CDE and U.S. Department of Agriculture.***~~

2. Nutrition

a. If snacks or meals are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)

b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5030 - Student Wellness)

~~***Note: Education Code 8482.3 provides that a program may be offered at one or multiple school sites. Program applications and U.S. Department of Education (USDOE) nonregulatory guidance, 21st Century Community Learning Centers, state that programs may be located off-campus as long as the facility is as available and accessible to students as if it were located at a school.***~~

3. Location of Program

a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)

~~***Note: Education Code 8482.8, as amended by AB 2615 (Ch. 470, Statutes of 2016), allows the district to provide services at another school site if there is a significant barrier to student participation in a program at the school of attendance and if the school to which the program will be transferred either (1) agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or (2) does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. Approval to provide services at another school site must be obtained from the Superintendent of Public Instruction prior to or during the grant application process. In addition, Education Code 8482.8 allows a district that is temporarily prevented from operating a program at a given site due to natural disaster, civil unrest, or imminent danger to students or staff to transfer funding to other program sites in order to meet attendance targets during that time period.***~~

b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8)

(1) Fewer than 20 students participating in the program component

(2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

(3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code

8482.8)

(cf. 3540 - Transportation)

4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 45330, 45344, 45344.5)

(cf. 4222 - Teacher Aides/Paraprofessionals)

~~***Note: Pursuant to Education Code 8483.4, program staff and volunteers are required to meet health screening and fingerprint clearance requirements. Education Code 49024 provides that the requirement to obtain an Activity Supervisor Clearance Certificate prior to beginning a paid or volunteer position is satisfied by clearing a Department of Justice and Federal Bureau of Investigation criminal background check.***~~

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)

b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

~~***Note: Pursuant to Education Code 8483, as added by AB 2615 (Ch. 470, Statutes of 2016), commencing July 1, 2017, first priority for enrollment shall be given to students who are identified as homeless or foster youth, as provided below.***~~

(1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who are identified by the program as being in foster care. (Education Code 8483, 8483.1)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)

(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

~~***Note: Item #(2) below is for use by districts that maintain middle or junior high schools.***~~

(2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)

~~***Note: Items #(3)-(5) are optional and may be revised or expanded to include enrollment priorities established by the district.***~~

(3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

(cf. 6179 - Supplemental Instruction)

(4) Any remaining capacity shall be filled by students selected at random.

(5) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

~~***Note: Education Code 8483 and 8483.1 express legislative intent that elementary students attend the full program day of either the before-school or after-school program every day in which they participate. Education Code 8483 and 8483.1 allow districts to implement a flexible attendance schedule for students in middle or junior high school. Education Code 8483.1~~

~~specifies that, for before-school programs, students who attend less than one-half of the daily program hours may not be counted for attendance purposes.***~~

~~***Note: Pursuant to Education Code 8483, districts offering an after-school program are mandated to establish a policy regarding reasonable early daily release of students from the after-school program. Education Code 8483.1 mandates districts offering a before-school program to establish a policy regarding reasonable late daily arrival of students. The following items should be revised to reflect district practice.***~~

a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.

b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

~~***Note: Item #8 below is for use by districts that offer a program during summer, intersession, or vacation periods. Pursuant to Education Code 8483.76, a school that establishes a before-school or after-school program is eligible to receive a supplemental grant to operate the program in excess of 180 regular school days or during any combination of summer, weekends, intersession, or vacation periods for a maximum of 30 percent of the total grant amount awarded, per school year, to the school.***~~

8. Summer/Intersession/Vacation Programs

a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)

b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)

c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)

d. Any program operating for six hours per day shall provide at least one nutritionally

adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

~~***Note: Education Code 8483.76 mandates that a district operating a six-hour program adopt an attendance and early release policy for the program that is consistent with the district's early release policy for the regular school day; see item #7 above. This policy must be included in the program plan submitted to the CDE.***~~

e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

(cf. 6177 - Summer Learning Programs)

Grades 9-12

~~***Note: The following section is for use by districts providing before-school and/or after-school programs funded through 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) program (Education Code 8420-8428; 20 USC 7171-7176).***~~

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

The program shall be operated in accordance with the following guidelines:

1. Program Elements

a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)

~~***Note: Education Code 8421 authorizes the district's ASSETs program to include preparation for the California High School Exit Examination, However, pursuant to Education Code 60851.1, administration of the exit exam has been suspended through the 2017-18 school year.***~~

(1) Preparation for the high school exit examination

(cf. 6162.52 - High School Exit Examination)

(2) Tutoring

(3) Career exploration, including activities that help students develop the knowledge and

skills that are relevant to their career interests and reinforce academic content

(4) Homework assistance

(5) College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460

b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)

(1) Community service

(2) Career and technical education

(3) Job readiness

(4) Opportunities for mentoring and tutoring younger students

(5) Service learning

(6) Arts

(7) Computer and technology training

(8) Physical fitness

(9) Recreation activities

(cf. 6142.4 - Service Learning/Community Service Classes)

~~***Note: Education Code 8423 requires the ASSETs program to include a physical activity element. See the CDE's California After School Physical Activity Guidelines, available on its web site.***~~

c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)

~~***Note: AB 2615 (Ch. 470, Statutes of 2016) amended Education Code 8423 to add the following requirement.***~~

d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)

e. The Superintendent or designee shall assess students' preferences for program activities.

(Education Code 8423)

2. Location of Program

a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)

b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

3. Hours of Operation

a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)

b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

Volunteers

~~***Note: The following optional section is for use by districts that choose to create a registry of volunteer after-school physical recreation instructors or other volunteers pursuant to Education Code 35021.3, and may be used by districts that provide an ASES, 21st CCLC, ASSETs, or any other local program. When the district opts to use a registry created by a county office of education pursuant to Education Code 35021.3 rather than develop its own, the following section may be revised to inform district staff about the county registry and encourage its use.***~~

~~***Note: Pursuant to Education Code 35021.3, after-school instruction in physical recreation provided by a volunteer does not count toward satisfaction of physical education requirements pertaining to the number of instructional minutes or course completion for high school graduation; see BP/AR 6142.7 - Physical Education and Activity and BP 6146.1 - High School Graduation Requirements.***~~

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

~~***Note: Education Code 35021.3 requires volunteers to submit to a criminal background check and authorizes, but does not require, the district to contribute funds to pay for all or part of the background check. Pursuant to Education Code 35021.3, the district may expand the following paragraph to impose additional requirements on volunteers (e.g., certification in cardiopulmonary resuscitation).***~~

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

~~***Note: The following section applies to ASES, 21st CCLC, and ASSETs programs.***~~

~~***Note: Pursuant to Education Code 8426 and 8484, the CDE may terminate a grant if, for three consecutive years, the program fails to demonstrate measurable program outcomes or fails to attain 75 percent of its proposed attendance levels. For this purpose, the CDE may consider a comparison of participating and nonparticipating students at the same school site or other factors.***~~

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

~~***Note: Education Code 8427 requires programs to submit evidence of a program quality improvement process that is based on standards developed by the CDE. The CDE's program quality standards, Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, are available on its web site.***~~

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

(3/08 7/15) 3/17

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

Instruction

World/Foreign Language Instruction

~~***Note: The following optional policy may be revised to reflect district practice.***~~

~~***Note: Districts that do not maintain secondary schools may adapt this policy to reflect any elementary school programs designed to develop student's literacy in a language other than English. Education Code 51212 states legislative intent to encourage programs of world language (foreign language) instruction as early as feasible for the district.***~~

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide students with opportunities to develop linguistic proficiency and cultural literacy in one or more world languages in addition to English.

~~***Note: The California Department of Education's (CDE) Foreign Language Framework for California Public Schools encourages districts to offer as many language course options as possible. Within the context of the CDE's framework, American Sign Language is recognized as a foreign language. The following paragraph may be revised to reflect language courses available in the district.***~~

The Superintendent or designee shall recommend world languages to be taught in the district's educational program based on student interest, community needs, and available resources. He/she shall also consider providing English learners the opportunity to study their heritage language, when such a course is available, in order to continue developing skills in that language. American Sign Language courses shall be open to all students regardless of hearing status.

(cf. 6174 - Education for English Learners)

~~***Note: On January 7, 2009, the State Board of Education (SBE) adopted voluntary content standards for world languages for grades K-12; see the accompanying administrative regulation. Education Code 60605.5, as added by AB 2290 (Ch. 643, Statutes of 2016), requires the Superintendent of Public Instruction to recommend revisions to the standards and requires the SBE to adopt, reject, or modify the recommended revisions by March 31, 2019. The 2003 Foreign Language Framework for California Public Schools does not reflect current content standards and is scheduled to be updated in 2020.***~~

~~***Note: In addition, Education Code 51228 requires districts to offer students in grades 7-12 a course of study that fulfills the requirements and prerequisites for admission to California colleges and universities; see BP 6143 - Courses of Study. Admissions criteria for California State University and University of California include two years of coursework in one foreign language that has been approved by the University of California. "Frequently Asked Questions" in the University of California's A-G Guide, available on its web site, clarify that American Sign Language may be used to fulfill the requirement if used with a language other than English, but~~

~~signing in English will not satisfy the requirement. The following paragraph may be revised by districts that do not maintain any of grades 7-12.***~~

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)

~~***Note: The following paragraph is for use by districts that maintain any of grades 7-12 and may be revised to reflect the grade levels at which instruction in world languages will be offered in the district. Education Code 51220 requires that the adopted course of study for grades 7-12, beginning no later than grade 7, include instruction in world languages designed to develop a facility for understanding, speaking, reading, and writing the particular language; see AR 6143 – Courses of Study.***~~

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

(cf. 6143 - Courses of Study)

~~***Note: The following optional paragraph is for use by districts that maintain one or more high schools. Education Code 51225.3 requires high school students to complete a one-year course in either foreign language, American Sign Language, or visual and performing arts as a condition of high school graduation; see BP 6146.1 – High School Graduation Requirements. Pursuant to Education Code 51243-51245 and 5 CCR 1632, foreign language instruction completed in a private school must be granted credit toward high school graduation provided that the instruction meets specified standards and conditions; see BP/AR 6146.11 – Alternative Credits Toward Graduation.***~~

~~***Note: A number of districts have chosen to present a biliteracy award upon high school graduation to students who demonstrate proficiency in speaking, reading, and writing skills in one or more languages in addition to English; see BP/AR 5126 – Awards for Achievement.***~~

Students shall obtain credit toward high school graduation requirements for completion of a one-year course in a world language or American Sign Language during grades 9-12.

(cf. 5126 - Awards for Achievement)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

~~***Note: The following optional paragraph is for use by districts that choose to offer a~~

~~dual-language immersion program and may be revised to reflect district practice. Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to authorize parents/guardians of English learners to select a language acquisition program that best suits their child. Districts must offer a structured English immersion program in which nearly all of the instruction is in English, and may offer dual-language immersion programs or other language acquisition programs. Also see BP/AR 6174 - Education for English Learners.***~~

~~***Note: The CDE and the Center for Applied Linguistics note that dual-language immersion programs are often focused on the primary grades and that such programs may continue for five to seven years but optimally throughout grades K-12; also see the accompanying administrative regulation.***~~

~~***Note: For further information and recommendations regarding dual-language immersion programs, see CSBA's governance brief English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs.***~~

The district may establish a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

~~***Note: Pursuant to Education Code 60119, as a condition of receiving funds for instructional materials from any state source, the Governing Board is required to hold a public hearing to determine whether each student has sufficient textbooks and/or instructional materials in specified subjects, including foreign language, that are aligned to the state content standards or curriculum frameworks; see BP 6161.1 - Selection and Evaluation of Instructional Materials.***~~

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

(cf. 1240 - Volunteer Assistance)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1- Library Media Centers)

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards.

(cf. 4131 - Staff Development)

~~***Note: The following optional paragraph should be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating the district's world/foreign languages instructional program.***~~

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:
EDUCATION CODE
300-310 Education for English learners
42238.02 Local control funding formula; class size requirements
44253.1-44253.11 Qualifications of teachers of English learners
44256-44257 Credential requirements, including teachers of foreign language
48980 Parental notifications
51212 Legislative intent to encourage foreign language instruction in grades 1-6
51220 Courses of study, grades 7-12
51225.3 High school graduation requirements
51243-51245 Alternative credits toward graduation for foreign language instruction in private school
60119 Public hearings, instructional materials
60605.3 Content standards for world language instruction
60605.5 Revision of state standards for world language instruction
CODE OF REGULATIONS, TITLE 5
1632 Alternative credits toward graduation for foreign language instruction in private school

Management Resources:
CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS
English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Two-Way Language Immersion Program FAQ
World Language Content Standards for California Public Schools, Kindergarten Through Grade Twelve, adopted January 7, 2009
Foreign Language Framework for California Public Schools, Kindergarten Through Grade

Twelve, 2003
CENTER FOR APPLIED LINGUISTICS PUBLICATIONS
Guiding Principles for Dual Language Education, Second Edition, 2007
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
CL-622 Serving English Learners
UNIVERSITY OF CALIFORNIA PUBLICATIONS
A-G Guide
WEB SITES
CSBA: http://www.csba.org
American Council on the Teaching of Foreign Languages: http://www.actfl.org
California Association for Bilingual Education: http://www.gocabe.org
California Department of Education, Foreign Language: http://www.cde.ca.gov/ci/fl
California Foreign Language Project: http://www.stanford.edu/group/CFLP
California Language Teachers' Association: http://www.clta.net
Center for Applied Linguistics: http://www.cal.org
University of California, a-g Course Approval: http://www.ucop.edu/agguide

(3/09) 3/17

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

Instruction

World/Foreign Language Instruction

Content of Instruction

~~***Note: Items #1-5 below reflect the five categories of content standards for world languages adopted by the State Board of Education (SBE) on January 7, 2009. Within each category, the state standards describe four proficiency levels or performance benchmarks. Education Code 60605.5, as added by AB 2290 (Ch. 643, Statutes of 2016), requires the Superintendent of Public Instruction to recommend revisions to the standards and requires the SBE to adopt, reject, or modify the recommended revisions by March 31, 2019.***~~

~~***Note: The district may revise the following list to reflect the topics to be addressed in the district's program.***~~

The district's instructional program for world languages shall be designed to help students gain knowledge about new language systems and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

1. Content: Students shall be presented with a wide variety of content that is age and stage appropriate and increases in complexity.

(cf. 6011 - Academic Standards)

2. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages.

3. Cultures: Students shall receive instruction that allows them to make connections and comparisons between language and culture.

(cf. 6142.94 - History/Social Science Instruction)

4. Structures: The curriculum shall address components of grammar, syntax, and language patterns appropriate to the language being taught.

5. Settings: To help students comprehend meaning and use language that is culturally appropriate, students shall develop knowledge of the context or setting in which language is used, such as common daily settings, interpersonal settings, and informal and formal settings.

Dual-Language Immersion Programs

~~***Note: The following optional section is for use by districts that choose to establish a~~

~~dual-language immersion program integrating native English speakers and English learners in a class that is taught in both English and a second language; see the accompanying Board policy.***~~

~~***Note: Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to authorize parents/guardians of English learners to select a language acquisition program that best suits their child. Districts must offer a structured English immersion program in which nearly all classroom instruction is provided in English, and may offer dual-language immersion programs or other language acquisition programs. See BP/AR 6174 - Education for English Learners.***~~

~~***Note: Items #1-2 below reflect program models on the California Department of Education's (CDE) web site and may be revised to reflect district practice.***~~

The district's dual-language immersion programs may be based on either or both of the following models:

1. A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program

2. A 90:10 model in which instruction is provided in the non-English target language for 90 percent of the time and in English for 10 percent of the time during the first year of the program, decreasing the percentage of time in the non-English language in each subsequent year until there is a 50:50 balance of languages

(cf. 6174 - Education for English Learners)

~~***Note: The following two paragraphs reflect recommendations of the CDE in its "Two-Way Language Immersion Program FAQ," available on its web site, and may be revised to reflect district practice.***~~

Native English speakers shall generally be admitted into the program only during the first grade level at which the program is offered, and English learners during the first or second grade level at which the program is offered. Bilingual students may enter the program at any time. On a case-by-case basis, the Superintendent or designee may admit a student later in the program if he/she determines that the student is adequately prepared for and will benefit from the program.

In enrolling students for the program, the district shall strive to maintain a ratio of half native English speakers and half English learners, and such ratio shall not fall below one-third for either language group except under exceptional circumstances.

~~***Note: The following paragraph may be deleted by districts that do not offer a dual-language immersion program in any of grades K-3. Pursuant to Education Code 310, as amended by~~

~~Proposition 58 (November 2016), all language acquisition programs must comply with requirements related to class size in grades K-3.***~~

Any dual-language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual-language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

~~***Note: Teachers in a class serving one or more English learners are required to possess the qualifications described in Education Code 44253.1-44253.11 and CTC leaflet CL-622, Serving English Learners. Also see AR 4112.22 - Staff Teaching English Learners.***~~

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

(3/09) 3/17

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

Instruction

Controversial Issues

The Governing Board recognizes that the district's educational program may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. Instruction concerning such topics shall be relevant to the adopted course of study and curricular goals and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.3 - Civic Education)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6143 - Courses of Study)

The Board expects administrators and teachers to exercise professional judgment when deciding whether or not a particular issue is suitable for study or discussion. They shall consult with the State Administrator/Superintendent or designee as necessary to determine the appropriateness of the subject matter, guest speakers, and/or related instructional materials or resources.

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)

When providing instruction related to a controversial issue, the following guidelines shall apply:

1. The topic shall be suitable to the age and maturity of the students.

2. Instruction shall be presented in a balanced manner, addressing all sides of the issue without bias or prejudice and without promoting any particular point of view.

~~3. The teacher may express a personal opinion provided he/she identifies it as a personal opinion and clarifies that he/she is not speaking on behalf of the school or district. The teacher shall not express an opinion for the purpose of persuading students to his/her point of view.~~

3. In the classroom, teachers act on behalf of the district and are expected to follow the adopted curriculum. In leading or guiding class discussions about issues that may be controversial, a teacher may not advocate his/her personal opinion or viewpoint. When necessary, the Superintendent or designee may instruct teachers to refrain from sharing personal views in the classroom on controversial topics.

*****Note: The First Amendment of the U.S. Constitution and Article 1, Section 2 of the**

California Constitution guarantee freedom of speech

4. No student's viewpoint shall be suppressed, provided such expression is not malicious or abusive toward others. Students shall be assured of their right to form and express an opinion without jeopardizing their relationship with the teacher or school.

(cf. 5022 - Student and Family Privacy Rights)
(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6145.5 - Student Organizations and Equal Access)

~~***Note: The First Amendment of the U.S. Constitution and Article 1, Section 2 of the California Constitution guarantee freedom of speech, including freedom of speech for students. However, under court decisions and Education Code 48950, discipline may be imposed upon students for speech or conduct that constitutes harassment, threats, or intimidation. See BP 5145.2 - Freedom of Speech/Expression.***~~

4. Students shall be assured of their right to form and express an opinion without jeopardizing their grades or being subject to discrimination, retaliation, or discipline, provided the viewpoint does not constitute harassment, threats, intimidation, or bullying or is otherwise unlawful.

(cf. 5022 - Student and Family Privacy Rights)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6145.5 - Student Organizations and Equal Access)

5. Students shall be informed of conduct expected during such instruction and the importance of being courteous and respectful of the opinions of others.

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)

6. Adequate factual information shall be provided to help students objectively analyze and evaluate the issue and draw their own conclusions.

7. The instruction shall not reflect adversely upon persons because of their race, ethnicity, national origin, sex, sexual orientation, gender identity or expression, disability, religion, or any other basis prohibited by law.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

8. The subject matter of the instruction shall not otherwise be prohibited by state or federal law.

When a guest speaker is invited to make a presentation related to a controversial issue, the Board requires that he/she be notified of this policy and the expectations and goals regarding the instruction. If the guest speaker is presenting only one point of view on an issue, the teacher shall be responsible for ensuring that students also receive information on opposing viewpoints.

(cf. 6145.8 - Assemblies and Special Events)

~~When required by law or otherwise deemed appropriate by the teacher or administrator, parents/guardians shall be notified prior to instruction related to any controversial issue and parent/guardian consent shall be obtained for student participation. Students whose parents/guardians decline such instruction may be offered the option to participate in an alternative activity of similar value.~~

~~A student or parent/guardian with concerns regarding instruction about controversial issues shall be directed to appropriate district complaint procedures.~~

~~(cf. 1312.1 - Complaints Concerning District Employees)~~
~~(cf. 1312.2 - Complaints Concerning Instructional Materials)~~

~~***Note: The following optional paragraph permits parents/guardians to excuse their child from certain types of instruction. For example, pursuant to Education Code 51938, districts must notify parents/guardians of the opportunity to request that their child not receive comprehensive sexual health and HIV prevention instruction. Districts must use a "passive consent" or "opt out" process in which the student receives the instruction unless the parent/guardian notifies the district in writing that the student should not receive the instruction; see BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, Education Code 51240 provides that parents/guardians may request in writing that their child be excused from any part of health instruction that conflicts with their religious training or beliefs; see AR 6142.8 - Comprehensive Health Education. Pursuant to Education Code 51513, districts may not administer exams, surveys, or questionnaires containing questions about a student's or his/her family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian has provided prior written consent. See AR 5022 - Student and Family Privacy Rights.***~~

When required by law, such as in regards to comprehensive sexual health and HIV prevention education, parents/guardians shall be notified prior to instruction that they may request in writing that their child be excused from the instruction. Students whose parents/guardians decline such instruction may be offered an alternative activity of similar educational value.

A student or parent/guardian with concerns regarding instruction about controversial issues may communicate directly with the teacher or principal and/or use appropriate district complaint procedures.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials
~~Legal Reference:~~
~~EDUCATION CODE~~
~~220 Prohibition of discrimination~~
~~51500 Prohibited instruction or activity~~
~~51510 Prohibited study or supplemental materials~~
~~51511 Religious matters properly included in courses of study~~
~~51530 Prohibition and definition regarding advocating or teaching communism with intent to indoctrinate~~
~~51933 Sex education courses~~
~~51938 Right of parent/guardian to excuse child from sexual health instruction~~
~~60040 Portrayal of cultural and racial diversity~~
~~60044 Prohibited instructional materials~~
~~60045 Criteria for instructional materials~~

~~(5/85 12/89) 8/13~~

Legal Reference:
EDUCATION CODE
220 Prohibition of discrimination
48950 Freedom of speech
51240 Excuse from health instruction due to religious beliefs
51500 Prohibited instruction or activity
51510 Prohibited study or supplemental materials
51511 Religious matters properly included in courses of study
51513 Materials containing questions about beliefs or practices
51530 Prohibition and definition regarding advocating or teaching communism with intent to indoctrinate
51930-51939 California Healthy Youth Act; comprehensive sexual health and HIV prevention education
60040 Portrayal of cultural and racial diversity
60044 Prohibited instructional materials
60045 Criteria for instructional materials
COURT DECISIONS
Johnson v. Poway Unified School District, (2011) 658 F.3d 954 (9th Cir.)
Mayer v. Monroe County Community School Corporation, (2007) 474 F.3d 477 (7th Cir.)
Garcetti v. Ceballos, (2006) 547 U.S. 410
(12/89 8/13) 3/17

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

Instruction

Education For English Language Learners

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

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

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

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

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

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

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

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

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

(cf. 4112.22 - Staff Teaching English Language Learners)

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

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

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

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

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

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

(cf. 6190 - Evaluation of the Instructional Program)

Identification and Assessment

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

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

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing

variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6162.51 - State Academic Achievement Tests)

Placement of English Learners

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

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

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

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

(cf. 6162.5 - Student Assessment)

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

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

At any time during the school year, the parent/guardian of an English learner may have his/her

child moved into an English language mainstream program. (5 CCR 11301)

Type of Instruction

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

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

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

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

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

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

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

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6171 - Title I Programs)

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

Parental Exception Waivers

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

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

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

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

Program Evaluation

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

1. Progress of English learners towards proficiency in English

2. The number and percentage of English learners reclassified as fluent English proficient

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1

4. The achievement of English learners on standards-based tests in core curricular areas

5. Progress toward any other goals for English learners identified in the district's LCAP

6. A comparison of current data with data from at least the previous year.

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

Legal Reference:
EDUCATION CODE
300-340 English language education
430-446 English Learner and Immigrant Pupil Federal Conformity Act

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

Instruction

Education For English Learners

~~***Note: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.***~~

~~***Note: Proposition 58 (November 2016) amended Education Code 305-310 to authorize parents/guardians to select a language acquisition program that best suits their child and repealed Education Code 311 thereby eliminating the requirement that parents/guardians request a waiver from the district if they want to enroll their child in a program other than a structured English immersion program. See the section on "Language Acquisition Programs" below.***~~

~~***Note: 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See the CDE web site for FPM compliance monitoring instruments.***~~

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

~~***Note: Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.***~~

~~***Note: In addition, Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan.***~~

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

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

~~***Note: The following paragraph may be revised to reflect district strategies for~~

~~parent/guardian and community involvement. Education Code 305, as amended by Proposition 58 (November 2016), requires the district to solicit input on language acquisition programs as part of the parent and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.***~~

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

~~***Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.***~~

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

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

~~***Note: Commission on Teacher Credentialing (CTC) leaflet CL-622, Serving English Learners, describes requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from the CTC; see AR 4112.22 - Staff Teaching English Language Learners.***~~

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

(cf. 4112.22 - Staff Teaching English Learners)

~~***Note: The following paragraph is for use by districts that receive federal Title III funds to improve the education of English learners. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences. Districts that do not receive Title III funds may delete or adapt the following paragraph to reflect district practice.***~~

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

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

To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

Identification and Assessment

~~***Note: Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using a state assessment designated by the SBE. The state is transitioning from the California English Language Development Test (CELDT) to the English Language Proficiency Assessments for California (ELPAC), which are aligned with the 2012 state standards for ELD. The ELPAC will include a summative assessment, operational in spring 2018, for determining English learners' level of English proficiency and their progress in acquiring the skills of listening, speaking, reading, and writing in English. The ELPAC's initial screening test for identifying students who may be English learners will be operational July 1, 2018. The CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration and identification and reclassification criteria.***~~

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

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

~~***Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR 853.5 and 853.7 during test administration.***~~

~~***Note: Education Code 60640 also authorizes districts to administer a primary language assessment to English learners in grades 2-11 for the purpose of assessing students' competency in reading, writing, and listening in their primary language. The Standards-Based Test in Spanish may be used for this purpose until a test is available that is aligned with the most recent state ELD standards. The new California Spanish Assessment is expected to be operational in the 2018-19 school year.***~~

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

(cf. 6152.51 - State Academic Achievement Tests)

Language Acquisition Programs

~~***Note: Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to authorize parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306; see the accompanying administrative regulation. The following section may be revised to reflect programs offered by the district.***~~

~~***Note: Pursuant to Education Code 310, as amended, when the parents/guardians of 30 or more students at a school or 20 or more students in any grade level at the school request a~~

~~particular language acquisition program, the district shall offer that program at the school site to the extent possible.***~~

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

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

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

~~***Note: Items #1-2 below are optional and may be revised to reflect district practice.***~~

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. The district may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language

proficiency, and cross-cultural understanding.

(cf. 6142.2 - World/Foreign Language Instruction)

2. The district may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

~~***Note: The following paragraph is for use by districts that maintain any of grades K-3. Education Code 310, as amended by Proposition 58 (November 2016), requires that language acquisition programs in grades K-3 comply with class size requirements specified in Education Code 42238.02. For further information, see BP 6151 - Class Size.***~~

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

~~***Note: Education Code 310, as amended by Proposition 58 (November 2016), requires any district that implements a language acquisition program to distribute the following notification when a student enrolls in school or as part of the annual notification issued pursuant to Education Code 48980.***~~

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

~~***Note: As amended by Proposition 58 (November 2016), Education Code 305 no longer specifies that enrollment in a structured English immersion program is "not normally intended to exceed one year," nor does it address a timeline for students to be transferred from any other language acquisition program into an English language mainstream classroom. However, an English learner may transfer to an English language mainstream classroom when he/she has developed the English language skills necessary to succeed in an English-only classroom and, based on criteria established pursuant to Education Code 313 and 52164.6, is reclassified as~~

~~fluent English proficient. See the accompanying administrative regulation. Furthermore, pursuant to 20 USC 6312, 34 CFR 100.3, and 5 CCR 11301, parents/guardians have a right to decline or opt their child out of a language acquisition program.***~~

When an English learner is determined pursuant to state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

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

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

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

~~***Note: The federal Every Student Succeeds Act (ESSA) (P.L. 114-95) repealed 20 USC 6842, thereby eliminating the requirement that districts receiving federal Title III funding (20 USC 6841-6849) reach "annual measurable achievement objectives," including annual increases in the number or percentage of English learners making progress in English proficiency. Instead, 20 USC 6311, as amended by the ESSA, requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.***~~

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

1. Progress of English learners towards proficiency in English

2. The number and percentage of English learners reclassified as fluent English proficient

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1

4. The achievement of English learners on standards-based tests in core curricular areas

5. Progress toward any other goals for English learners identified in the district's LCAP

6. A comparison of current data with data from at least the previous year

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

Legal Reference:
EDUCATION CODE
300-340 English language education, especially:
305-310 Language acquisition programs
313-313.5 Assessment of English proficiency
430-446 English Learner and Immigrant Pupil Federal Conformity Act
33050 State Board of Education waiver authority
42238.02-42238.03 Local control funding formula
44253.1-44253.11 Qualifications for teaching English learners
48980 Parental notifications
48985 Notices to parents in language other than English
52052 Numerically significant student subgroups
52060-52077 Local control and accountability plan
52130-52135 Impacted Languages Act of 1984
52160-52178 Bilingual Bicultural Act
56305 CDE manual on English learners with disabilities
60603 Definition, recently arrived English learner
60605.87 Supplemental instructional materials, English language development
60640 California Assessment of Student Performance and Progress
60810-60812 Assessment of language development
62005.5 Continuation of advisory committee after program sunsets
CODE OF REGULATIONS, TITLE 5
853.5-853.7 Test administration; universal tools, designated supports, and accommodations
11300-11316 English learner education
11510-11517 California English Language Development Test
UNITED STATES CODE, TITLE 20
1412 Individuals with Disabilities Education Act; state eligibility
1701-1705 Equal Educational Opportunities Act
6311 Title I state plan
6312 Title I local education agency plans
6801-7014 Title III, language instruction for English learners and immigrant students
7801 Definitions
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Discrimination prohibited
200.16 Assessment of English learners

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

Management Resources:
CSBA PUBLICATIONS
English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016
English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016
English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015
Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014
English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014
Common Core State Standards for Mathematics, rev. 2013
Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013
English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012
Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017
English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016
English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016
Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015
Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007
WEB SITES
CSBA: http://www.csba.org
California Association for Bilingual Education: http://www.gocabe.org

California Department of Education: http://www.cde.ca.gov/sp/el
National Clearinghouse for English Language Acquisition: http://www.ncela.us
U.S. Department of Education: http://www.ed.gov

(11/12 4/15) 3/17

Instruction

Education For English Language Learners

Definitions

English learner means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as a limited English proficient or LEP child. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Structured English immersion (also known as "sheltered English immersion") means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

Identification and Assessment

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Parental Notifications

The State Administrator/Superintendent or designee shall provide the following written notifications to parents/guardians of English learners:

1. Assessment Notification: The district shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

2. Placement Notification: At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)

3. Title III Notifications: Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 7012)

a. The reason for the student's classification as an English learner

b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

c. A description of the program for English language development instruction, including a

description of all of the following:

(1) The manner in which the program will meet the educational strengths and needs of the student

(2) The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards

(3) The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable

(4) Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

d. Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program

e. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

4. Annual Measurable Objectives Notification: If the district fails to make progress on the annual measurable achievement objectives for English learners established pursuant to 20 USC 6842, the State Administrator/Superintendent or designee shall, within 30 days after such failure occurs, send a notification regarding such failure to the parents/guardians of each student identified for participation in a language instruction educational program supported by Title III funds. (20 USC 7012)

Parental Exception Waivers

A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)

1. The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower.

2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.

3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.

Upon request for a waiver, the State Administrator/Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the State Administrator/Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the State Administrator/Superintendent pursuant to any guidelines established by the Governing Board. (Education Code 310, 311; 5 CCR 11309)

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

When evaluating waiver requests pursuant to item #1 above and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include district standards and assessment and teacher evaluations of such students.

Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to item #3 above shall be granted by the State Administrator/Superintendent if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

Any individual school in which 20 or more students of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)

In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers

2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be redesignated as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment of the student's English reading and writing skills

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions

3. Parent/guardian opinion and consultation during a redesignation interview

Parents/guardians shall receive notice and a description of the redesignation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged.

4. Comparison of performance in basic skills, including performance on the English-Language Arts section of the California Standards Test

5. Objective data on the student's academic performance in English

The State Administrator/Superintendent or designee shall provide subsequent monitoring and support for redesignated students, including but not limited to monitoring the performance of redesignated students in the core curriculum in comparison with their native English speaking peers, monitoring the rate of redesignation, and ensuring correct classification and placement.

The State Administrator/Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners

2. The districtwide needs assessment on a school-by-school basis

3. Establishment of a district program, goals and objectives for programs and services for English learners

4. Development of a plan to ensure compliance with applicable teacher or aide requirements

5. Administration of the annual language census

6. Review of and comment on the district's reclassification procedures

7. Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

In order to assist advisory members in carrying out their responsibilities, the State Administrator/Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established or the site English Language Advisory Committees shall review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

(3/03 11/12) 4/15

(10/98 11/02) 3/03

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: October 21, 2015 King City, California

Instruction

Education For English Learners

Definitions

~~***Note: The following section reflects definitions in Education Code 306, as amended by Proposition 58 (November 2016).***~~

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

~~***Note: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.***~~

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

~~***Note: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. When fully operational in 2018, the English Language Proficiency Assessments for California (ELPAC) will be used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.***~~

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's

designated English language proficiency test for initial identification. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the state's designated English language proficiency test shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

~~***Note: 5 CCR 11516-11516.6 specify allowable variations and accommodations in the administration of the state English language proficiency assessment. These variations and accommodations are generally the same as those allowed for other state assessments; see AR 6162.51 - State Academic Achievement Tests.***~~

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

~~***Note: The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the annual assessment of English language proficiency as appropriate. English learners with disabilities must be allowed to take the test with accommodations as specified in their individualized education program or Section 504 plan. Pursuant to 5 CCR 11516.7, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16, as amended by 81 Fed. Reg. 86076, provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).***~~

~~***Note: Education Code 56305, as added by AB 2785 (Ch. 579, Statutes of 2016), requires the CDE to develop, by July 1, 2018, a manual providing guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.***~~

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

(cf. 6152.51 - State Academic Achievement Tests)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

~~***Note: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. The CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.***~~

~~***Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.***~~

The Superintendent or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

~~***Note: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners. Such districts are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program. The Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 7012 and moved the notification requirement to 20 USC 6312.***~~

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program

2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:

a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction

b. The manner in which the program will meet the educational strengths and needs of the student

c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation

d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable

e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request

5. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers

2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

~~***Note: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. The district may expand the following list to reflect any additional criteria it has established. The CDE's CELDT Information Guide includes recommendations for assessing each of the following criteria and states that, for a student with disabilities, the student's IEP team or Section 504 team should determine any supplemental criteria to be used.***~~

The measures used to determine whether an English learner shall be reclassified as fluent English

proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

~~***Note: Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from the CDE to district superintendents (Academic Criterion for Reclassification) dated August 11, 2014 clarifies that, when a state test of basic skills is unavailable, districts must select another measure which may include a local assessment. The CDE correspondence provides examples of appropriate measures and is available on the CDE web site.***~~

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

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

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Advisory Committee

~~***Note: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, a parent/guardian advisory committee is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committee are specified in 5 CCR 11308.***~~

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee

membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners

2. The districtwide needs assessment on a school-by-school basis

3. Establishment of a district program, goals, and objectives for programs and services for English learners

4. Development of a plan to ensure compliance with applicable teacher or aide requirements

5. Administration of the annual language census

6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

~~***Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.***~~

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

(11/12 4/15) 3/17

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

Instruction

WEEKEND/SATURDAY CLASSES

The Governing Board desires to increase educational opportunities outside the regular school week in order to meet student needs and promote academic achievement. When staffing, facilities, and other resources are available, the Board may approve the provision of classes on Saturday and/or Sunday that support and are integrated with other learning opportunities.

(cf. 4113 - Assignment)
(cf. 5148.2 - Before/After School Programs)
(cf. 6111 - School Calendar)

Any class offered on a Saturday or Sunday pursuant to Education Code 37223, except in regional occupational centers or programs (ROC/Ps), shall be one offered Monday through Friday during the regular school week. (Education Code 37223)

Weekend classes may include, but are not limited to:

1. Continuation classes

(cf. 6184 - Continuation Education)

2. Special day classes for mentally gifted minors

(cf. 6172 - Gifted and Talented Student Program)

~~3. Makeup classes for unexcused absences occurring during the week~~

~~*(cf. 5113 - Absences and Excuses)*~~
~~*(cf. 5113.1 - Truancy)*~~
~~*(cf. 6154 - Homework/Makeup Work)*~~

~~***Note: AB 2659 (Ch. 186, Statutes of 2016) amended Education Code 37223 to authorize weekend makeup classes for excused absences as well as unexcused absences.***~~

3. Makeup classes for absences occurring during the week (Education Code 37223)

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 6154 - Homework/Makeup Work)

4. The programs of a regional occupational center or regional occupational program

5. Supplemental instruction for students who need additional assistance to meet academic standards or requirements

(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6179 - Supplemental Instruction)

6. Enrichment classes in core academic subjects

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)

Except in ROC/Ps, weekend attendance shall not result in crediting any student with more than five days of attendance per week. (Education Code 37223)

Attendance at weekend classes offered pursuant to Education Code 37223 shall be voluntary, except that truants, as defined in Education Code 48260, may be required to attend classes on one day of a weekend in order to make up lost instructional time. (Education Code 37223)

A student shall be excused from a weekend class if such attendance would be in conflict with his/her religious beliefs. Such students shall be given priority for enrollment in any other available supplemental instruction offered at a time other than during the weekend.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

A teacher shall not be assigned to work on a Saturday or Sunday if he/she objects in writing that the assignment would conflict with his/her religious beliefs or practices. In addition, a full-time teacher employed by the district prior to the implementation of weekend classes shall not be required, without his/her consent, to teach for more than 180 full days during a school year or for more than the number of full days that district schools were maintained during the year preceding implementation of weekend classes, whichever is greater. (Education Code 44824)

(cf. 4113 - Assignment)

Unless the requirement is waived by the California Department of Education, the district shall provide at least one nutritionally adequate meal during the weekend session in accordance with Education Code 49550.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced-Price Meals)
(cf. 5030 - Student Wellness)

~~Legal Reference:~~

~~EDUCATION CODE~~
~~37223 Weekend classes~~
~~37252-37253 Supplemental instruction~~
~~41505-41508 Pupil Retention Block Grant~~
~~41601 Reports of average daily attendance~~
~~42239 Summer school attendance computation~~
~~44824 Weekend classes, assignment of certificated employees~~
~~48070-48070.5 Promotion and retention, supplemental instruction~~
~~48205 Excused absence for personal reasons~~
~~48260 Truants, definition~~
~~49550 Meals for needy students~~
~~52060-52077 Local control and accountability plan~~

~~Management Resources:~~
~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~
~~Requesting a Summer School Meal Waiver and/or a Saturday School Meal Waiver, Nutrition Services Division Management Bulletin NSD-SNP-03-2013, February 2013~~
~~WEB SITES~~
~~California Department of Education: http://www.cde.ca.gov~~

~~(6/92 11/00) 12/13~~
Legal Reference:
EDUCATION CODE
37223 Weekend classes
41601 Reports of average daily attendance
44824 Weekend classes, assignment of certificated employees
48070-48070.5 Promotion and retention, supplemental instruction
48205 Excused absence for personal reasons
48260 Truants, definition
49550 Meals for needy students
52060-52077 Local control and accountability plan

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Requesting a Summer School Meal Waiver and/or a Saturday School Meal Waiver, Nutrition Services Division Management Bulletin NSD-SNP-03-2013, February 2013
WEB SITES
California Department of Education: http://www.cde.ca.gov
(11/00 12/13) 3/17

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

Students

Parental Notifications

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2016 (SB 826, Ch. 23, Statutes of 2016) extends the suspension of these requirements through the 2016-17 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures (UCP) as mandated by 5 CCR 4622.

Note: In addition to the notices required by law, there are other notices that districts are recommended to distribute. For example, AR 5145.3 - Nondiscrimination/Harassment includes an optional notice regarding the rights of transgender and gender-nonconforming students. Furthermore, although the California High School Exit Examination is suspended through the 2017-18 school year pursuant to Education Code 60851.5, and therefore the notice described in Education Code 60850 is not currently required, districts may choose to notify parents/guardians of the suspension of the exam and the possibility that it could subsequently be reinstated.

I. Annually

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 310
Board Policy/Administrative Regulation #: See BP 6174, See AR 6142.2
Subject: Information on the district's language acquisition programs

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

When to Notify: Annually by February 1
Education or Other Legal Code: Education Code 35256, 35258
Board Policy/Administrative Regulation #: See BP 0510
Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 35291, 48980
Board Policy/Administrative Regulation #: See AR 5144, See AR 5144

Subject: District and site discipline rules

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 46010.1
Board Policy/Administrative Regulation #: See AR 5113
Subject: Absence for confidential medical services

When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school
Education or Other Legal Code: Education Code 48929, 48980
Board Policy/Administrative Regulation #: See BP 5116.2
Subject: District policy authorizing transfer

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917
Board Policy/Administrative Regulation #: See AR 5145.7
Subject: Copy of sexual harassment policy as related to students

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 32255-32255.6
Board Policy/Administrative Regulation #: See AR 5145.8
Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361
Board Policy/Administrative Regulation #: See BP 5111.1, See AR 5116.1, See AR 5117
Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Board allows such absence
Education or Other Legal Code: Education Code 48980, 46014
Board Policy/Administrative Regulation #: See AR 5113
Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 48205
Board Policy/Administrative Regulation #: See AR 5113, See BP 6154

Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208
Board Policy/Administrative Regulation #: See AR 6183
Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49403
Board Policy/Administrative Regulation #: See BP 5141.31
Subject: School immunization program

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49423, 49480
Board Policy/Administrative Regulation #: See AR 5141.21
Subject: Administration of prescribed medication

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49471, 49472
Board Policy/Administrative Regulation #: See BP 5143
Subject: Availability of insurance

When to Notify: Annually
Education or Other Legal Code: 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Uniform complaint procedures, available appeals, civil law remedies

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3
Subject: Challenge, review and expunging of records

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

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Release of directory information

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5
Board Policy/Administrative Regulation #: See AR 3553
Subject: Free and reduced price meals

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 51513, 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022, See BP 6162.8
Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 56301
Board Policy/Administrative Regulation #: See BP 6164.4
Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 58501, 48980
Board Policy/Administrative Regulation #: See AR 6181
Subject: Alternative schools

When to Notify: Beginning of each school year
Education or Other Legal Code: Health and Safety Code 104855
Board Policy/Administrative Regulation #: See AR 5141.6
Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When/Whom to Notify: Annually
Education or Other Legal Code: 5 CCR 852; Education Code 60615
Board Policy/Administrative Regulation #: See AR 6162.51
Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year, if district receives Title I funds
Education or Other Legal Code: 20 USC 6312; 34 CFR 200.61
Board Policy/Administrative Regulation #: See BP 4112.2, See AR 4222
Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year
Education or Other Legal Code: 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: See BP 0410, See BP 6178
Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals
Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93
Board Policy/Administrative Regulation #: See AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

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

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling
Education or Other Legal Code: Education Code 221.5; 48980
Board Policy/Administrative Regulation #: See BP 6164.2
Subject: Course selection and career counseling

When to Notify: Upon a student's enrollment
Education or Other Legal Code: Education Code 310
Board Policy/Administrative Regulation #: See BP 6174, See AR 6142.2
Subject: Information on the district's language acquisition programs

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program
Education or Other Legal Code: Education Code 32390, 48980
Board Policy/Administrative Regulation #: See AR 5142.1
Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district
Education or Other Legal Code: Education Code 35211
Board Policy/Administrative Regulation #: None
Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported
Education or Other Legal Code: Education Code 39831.5
Board Policy/Administrative Regulation #: See AR 3543
Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

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

campus
Education or Other Legal Code: Education Code 44808.5, 48980
Board Policy/Administrative Regulation #: See AR 5112.5
Subject: Open campus

When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement
Education or Other Legal Code: Education Code 48980, 51225.3
Board Policy/Administrative Regulation #: See AR 6146.1
Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of districts CTE courses that satisfy a-g criteria

When to Notify: Upon a student's enrollment
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3
Subject: Specified rights related to student records

When to Notify: When students enter grade 7
Education or Other Legal Code: Education Code 49452.7
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school
Education or Other Legal Code: Education Code 49452.8
Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to Notify: Beginning of each school year for students in grades 9-12
Education or Other Legal Code: Education Code 51229, 48980
Board Policy/Administrative Regulation #: See AR 6143
Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to Notify: Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year
Education or Other Legal Code: Education Code 51938, 48980
Board Policy/Administrative Regulation #: See AR 6142.1
Subject: Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year

Education or Other Legal Code: Education Code 60641; 5 CCR 863
Board Policy/Administrative Regulation #: See AR 6162.51
Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12
Education or Other Legal Code: Education Code 69432.9
Board Policy/Administrative Regulation #: See AR 5121, See AR 5125
Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to Notify: When child is enrolled in kindergarten
Education or Other Legal Code: Health and Safety Code 124100, 124105
Board Policy/Administrative Regulation #: See AR 5141.32
Subject: Health screening examination

When to Notify: To students in grades 11-12, early enough to enable registration for fall test
Education or Other Legal Code: 5 CCR 11523
Board Policy/Administrative Regulation #: See AR 6146.2
Subject: Notice of proficiency examination provided under Education Code 48412

When to Notify: To secondary students, if district receives Title I funds
Education or Other Legal Code: 20 USC 7908
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Request that district not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records, security of district records,
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: See BP 3580
Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination
Education or Other Legal Code: Education Code 262.3
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Civil law remedies available to complainants

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient
Education or Other Legal Code: Education Code 313; 5 CCR 11303
Board Policy/Administrative Regulation #: See AR 6174
Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year
Education or Other Legal Code: Education Code 440; 20 USC 6312
Board Policy/Administrative Regulation #: See AR 6174
Subject: Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

When to Notify: When homeless or foster youth applies for enrollment in before/after school program
Education or Other Legal Code: Education Code 8483
Board Policy/Administrative Regulation #: See AR 5148.2
Subject: Right to priority enrollment; how to request priority enrollment

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

When to Notify: At least 72 hours before use of pesticide product not included in annual list
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Intended use of pesticide product

When to Notify: To members of athletic teams
Education or Other Legal Code: Education Code 32221.5
Board Policy/Administrative Regulation #: See AR 5143
Subject: Offer of insurance; no-cost and low-cost program options

When to Notify: If school has lost its WASC accreditation status
Education or Other Legal Code: Education Code 35178.4
Board Policy/Administrative Regulation #: See BP 6190
Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising
Education or Other Legal Code: Education Code 35182.5
Board Policy/Administrative Regulation #: See BP 3312
Subject: Advertising will be used in the classroom or learning center

When to Notify: At least six months before implementing a schoolwide uniform policy

Education or Other Legal Code: Education Code 35183
Board Policy/Administrative Regulation #: See AR 5132
Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: See BP 6117
Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days
Education or Other Legal Code: Education Code 46601
Board Policy/Administrative Regulation #: See AR 5117
Subject: Appeal process

When to Notify: Before early entry to kindergarten, if offered
Education or Other Legal Code: Education Code 48000
Board Policy/Administrative Regulation #: See AR 5111
Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention
Education or Other Legal Code: Education Code 48070.5
Board Policy/Administrative Regulation #: See AR 5123
Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health
Education or Other Legal Code: Education Code 48213
Board Policy/Administrative Regulation #: See AR 5112.2, See BP 5141.33
Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization
Education or Other Legal Code: Education Code 48216; 17 CCR 6040
Board Policy/Administrative Regulation #: See AR 5141.31
Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to medical care

When to Notify: When a student is classified as truant
Education or Other Legal Code: Education Code 48260.5, 48262
Board Policy/Administrative Regulation #: See AR 5113.1
Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

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

Education or Other Legal Code: Education Code 48263
Board Policy/Administrative Regulation #: See AR 5113.1
Subject: Name and address of SARB or probation department and reason for referral

When to Notify: When a school is identified on the state's Open Enrollment List
Education or Other Legal Code: Education Code 48354; 5 CCR 4702
Board Policy/Administrative Regulation #: See AR 5118
Subject: Student's option to transfer to another school

When to Notify: Within 60 days of receiving application for transfer out of open enrollment school
Education or Other Legal Code: Education Code 48357; 5 CCR 4702
Board Policy/Administrative Regulation #: See AR 5118
Subject: Whether student's transfer application is accepted or rejected; reasons for rejection

When/Whom to Notify: When student requests to voluntarily transfer to continuation school
Education or Other Legal Code: Education Code 48432.3
Board Policy/Administrative Regulation #: See AR 6184
Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school
Education or Other Legal Code: Education Code 48432.5
Board Policy/Administrative Regulation #: See AR 6184
Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin
Education or Other Legal Code: Education Code 48853.5
Board Policy/Administrative Regulation #: See AR 6173.1
Subject: Basis for the placement recommendation

When to Notify: When student is removed from class and teacher requires parental attendance at school
Education or Other Legal Code: Education Code 48900.1
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Parental attendance required; timeline for attendance

When to Notify: Prior to withholding grades, diplomas, or transcripts
Education or Other Legal Code: Education Code 48904
Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student
Education or Other Legal Code: Education Code 48904.3

Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer
Education or Other Legal Code: Education Code 48906
Board Policy/Administrative Regulation #: See BP 5145.11
Subject: Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
When to Notify: At time of suspension
Education or Other Legal Code: Education Code 48911
Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1
Subject: Notice of suspension

When to Notify: When original period of suspension is extended
Education or Other Legal Code: Education Code 48911
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom
Education or Other Legal Code: Education Code 48911.1
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension
Education or Other Legal Code: Education Code 48912
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Intent to hold a closed session re: suspension

When to Notify: When student expelled from another district for certain acts seeks admission
Education or Other Legal Code: Education Code 48915.1, 48918
Board Policy/Administrative Regulation #: See BP 5119
Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied
Education or Other Legal Code: Education Code 48916
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs
Education or Other Legal Code: Education Code 48916
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Description of readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing

Education or Other Legal Code: Education Code 48918
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs
Education or Other Legal Code: Education Code 48918
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school
Education or Other Legal Code: Education Code 48929, 48980
Board Policy/Administrative Regulation #: See BP 5116.2
Subject: Right to request a meeting with principal or designee

When to Notify: One month before the scheduled minimum day
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site
Education or Other Legal Code: Education Code 48987
Board Policy/Administrative Regulation #: See AR 5141.4
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course
Education or Other Legal Code: Education Code 49067
Board Policy/Administrative Regulation #: See AR 5121
Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school
Education or Other Legal Code: Education Code 49068
Board Policy/Administrative Regulation #: See AR 5125
Subject: Right to receive copy of student's record and to challenge its content

When to Notify: When parent/guardian's challenge of student record is denied and parent/guardian appeals
Education or Other Legal Code: Education Code 49070
Board Policy/Administrative Regulation #: See AR 5125.3
Subject: If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity
Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: See BP 5125
Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter
Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: See AR 5125
Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer
Education or Other Legal Code: Education Code 49076
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena
Education or Other Legal Code: Education Code 49077
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis
Education or Other Legal Code: Education Code 49452.5
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects
Education or Other Legal Code: Education Code 49456; 17 CCR 2951
Board Policy/Administrative Regulation #: See AR 5141.3
Subject: Vision or hearing test results

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition
Education or Other Legal Code: Education Code 49475
Board Policy/Administrative Regulation #: See AR 6145.2
Subject: Information on concussions and head injuries

When/Whom to Notify: To person holding educational rights, within 30 days of foster youth, homeless youth, or former juvenile court school student being transferred between high schools
Education or Other Legal Code: Educational Code 51225.1
Board Policy/Administrative Regulation #: See BP 6146.1, See AR 6173, See AR 6173.1, See

AR 6173.3
Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

When to Notify: Before any test/survey questioning personal beliefs
Education or Other Legal Code: Education Code 51513
Board Policy/Administrative Regulation #: See AR 5022
Subject: Permission for test, survey questioning personal beliefs

When to Notify: At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year
Education or Other Legal Code: Education Code 51938
Board Policy/Administrative Regulation #: See AR 6142.1
Subject: Instruction in HIV prevention or sexual health by guest speaker or outside consultant

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12
Education or Other Legal Code: Education Code 51938
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency
Education or Other Legal Code: Education Code 52164.1, 52164.3; 5 CCR 11511.5
Board Policy/Administrative Regulation #: See AR 6174
Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established
Education or Other Legal Code: Education Code 54444.2
Board Policy/Administrative Regulation #: See BP 6175, See AR 6175
Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program
Education or Other Legal Code: Health and Safety Code 1596.857
Board Policy/Administrative Regulation #: See AR 5148
Subject: Parent/guardian right to enter facility

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds
Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: See AR 3513.3
Subject: The district's tobacco-free schools policy and enforcement procedures

When to Notify: When sharing student immunization information with an immunization system
Education or Other Legal Code: Health and Safety Code 120440

Board Policy/Administrative Regulation #: See AR 5125
Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer
Education or Other Legal Code: Penal Code 626.81
Board Policy/Administrative Regulation #: See AR 1240, See BP 1250
Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises
Education or Other Legal Code: Penal Code 627.5
Board Policy/Administrative Regulation #: See AR 3515.2
Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law
Education or Other Legal Code: 5 CCR 4631
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program
Education or Other Legal Code: 5 CCR 18066
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services
Education or Other Legal Code: 5 CCR 18094, 18118
Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3
Subject: Policies re: Approval or denial of services

When to Notify: Upon recertification or update of application for child care or preschool services
Education or Other Legal Code: 5 CCR 18095, 18119
Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3
Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program
Education or Other Legal Code: 5 CCR 18114
Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late
Education or Other Legal Code: 5 CCR 18114

Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: Notice of delinquent fees

When to Notify: When district substantively changes policy on student privacy rights
Education or Other Legal Code: 20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught
Education or Other Legal Code: 20 USC 6312
Board Policy/Administrative Regulation #: See AR 4112.24
Subject: Timely notice to parent/guardian of child's assignment

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners
Education or Other Legal Code: 20 USC 6312
Board Policy/Administrative Regulation #: See AR 6174
Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy
Education or Other Legal Code: 20 USC 6316
Board Policy/Administrative Regulation #: See AR 6020
Subject: Notice of policy

When to Notify: When household is selected for verification of eligibility for free or reduced-price meals
Education or Other Legal Code: 42 USC 1758; 7 CFR 245.6a
Board Policy/Administrative Regulation #: See AR 3553
Subject: Need to submit verification information; any subsequent change in benefits; appeals

When/Whom to Notify: When student is homeless or unaccompanied minor
Education or Other Legal Code: 42 USC 11432; Education Code 48852.5
Board Policy/Administrative Regulation #: See AR 6173
Subject: Educational and related opportunities; transportation services; placement decision and right to appeal

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30
Education or Other Legal Code: 34 CFR 99.34
Board Policy/Administrative Regulation #: See AR 5125

Subject: Right to review records

When to Notify: When district receives federal funding assistance for nutrition program
Education or Other Legal Code: USDA FNS Instruction 113-1
Board Policy/Administrative Regulation #: See BP 3555
Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

IV. Special Education Notices

When to Notify: Prior to conducting initial evaluation
Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415 (d); 34 CFR 300.502, 300.503
Board Policy/Administrative Regulation #: See BP 6159.1, See AR 6159.1, See AR 6164.4
Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins
Education or Other Legal Code: Education Code 56321
Board Policy/Administrative Regulation #: See AR 6159
Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record
Education or Other Legal Code: Education Code 56341.1
Board Policy/Administrative Regulation #: See AR 6159
Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting
Education or Other Legal Code: Education Code 56341.5; 34 CFR 300.322
Board Policy/Administrative Regulation #: See AR 6159
Subject: Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP
Education or Other Legal Code: Education Code 56343.5
Board Policy/Administrative Regulation #: See AR 6159
Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage
Education or Other Legal Code: Education Code 56521.1
Board Policy/Administrative Regulation #: See AR 6159.4
Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services

Education or Other Legal Code: 20 USC 1415(c); 34 CFR 300.300, 300.503
Board Policy/Administrative Regulation #: See AR 6159, See AR 6159.1
Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint
Education or Other Legal Code: 20 USC 1415(d), 34 CFR 300.504
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or change in placement
Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.530
Board Policy/Administrative Regulation #: See AR 5144.2
Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing
Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.508
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504
Education or Other Legal Code: 34 CFR 104.32, 104.36
Board Policy/Administrative Regulation #: See AR 6164.6
Subject: District responsibilities, district actions, procedural safeguards

V. Classroom Notices

When to Notify: In each classroom in each school
Education or Other Legal Code: Education Code 35186
Board Policy/Administrative Regulation #: See AR/E 1312.4
Subject: Complaints re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, right of students who did not pass the exit exam to receive intensive instruction after grade 12

(4/15 5/16) 3/17

Exhibit: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
First Reading: May 24, 2017
Adopted: King City, California

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Superintendent's Contract

MEETING: May 24, 2017

AGENDA SECTION:

X 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:
The Board of Education has completed its search for a new Superintendent. Agreement has been reached with Dr. Brian Walker, to serve as Superintendent beginning July 1, 2017. Attached is the proposed contract for his employment as the South Monterey County Joint Union High School District Superintendent.

Recommendation:
It is recommended that the Board of Education approve the Employment Agreement with Dr. Brian Walker to serve as Superintendent of the South Monterey County Joint Union High School District

Fiscal Impact:
Terms and the fiscal impact will be read into the public record by the President of the Board of Education.

Submitted By:

Paulette Bumbalough
President SMCJUHSD Board of Education

Approved:

Paulette Bumbalough
President SMCJUHSD Board of Education

Superintendent Employment Agreement

BETWEEN
SOUTH MONTEREY COUNTY JOINT
UNION HIGH SCHOOL DISTRICT
AND
BRIAN WALKER

This Superintendent Employment Agreement ("Agreement") is made this ____ day of _____, 2017 by and between the Governing Board of the South Monterey County Joint Union High School District ("District" or "Board") and Brian Walker ("Superintendent") with respect to the following recitals:

1. **Term.** The Board employs Superintendent for term commencing on July 1, 2017, and terminating on June 30, 2020.

2. **Salary.**

a. **Base Salary.** For the 2017-2018 school year, the Superintendent's annual base salary shall be One Hundred Eighty-five Thousand Dollars ($185,000.00).

b. **Payment Schedule.** The Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable taxes and deductions or withholdings authorized by law or in writing by the Superintendent.

c. **Salary Increases by Mutual Consent.** In addition to any other increases, the Superintendent's salary may be increased each year by mutual agreement of the parties. An increase in salary shall not extend the term of this Agreement.

d. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent's salary is understood by the Parties to be "indefinite or uncertain". Therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

3. **Additional Benefits.** The Superintendent shall be afforded the following benefits of employment afforded other District certificated management personnel:

a. **Sick Leave.** The Superintendent shall be allocated sick leave at the rate of one day per month. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Superintendent for

earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the State Teachers Retirement System (STRS) and applicable law.

b. **Health Insurance.** The Superintendent shall be eligible to participate in health, dental, and vision benefits from the District's health benefits providers on the same terms and conditions as offered to other certificated administrative employees of the District.

c. **Life Insurance.** During the term of his employment the District will provide the Superintendent with a term life insurance policy in the amount payable to his beneficiaries in the same manner as provided to other certificated administrative employees of the District.

d. **Automobile.** The District shall pay Superintendent a monthly stipend of five hundred dollars ($500.00) to obtain, use, maintain and insure of an automobile for conducting District business within the Monterey County. The Superintendent shall be solely responsible for all expenses for use, maintenance, operation and insurance for the automobile. The Superintendent shall not be entitled to in-county mileage reimbursement; however, the Superintendent shall be eligible for mileage reimbursement for work-related travel outside the boundaries of Monterey County. Superintendent shall not be entitled to reimbursement for travel to and from his residence.

e. **Tax Deferred Plans.** The District agrees to provide the Superintendent with the ability to use tax deferral plans (for example, a 403b or IRS Section 125 Cafeteria Plan) on the same terms and conditions as those plans are made available to other certificated administrative employees of the District. All contributions to such plans will be paid by the Superintendent and shall conform to all requirements of the law.

f. **Reimbursement for Expenses.** District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of employment so long as such expenses are permitted by the District policy or incurred with prior approval of the Board. For reimbursement, the Superintendent shall submit an expense claim to the Board in writing for the Superintendent's reimbursable expenses for the prior month. The Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

g. **Cell Phone.** The District shall pay to the Superintendent a monthly stipend of seventy dollars ($70.00) for the Superintendent to obtain and use a cell phone for District business.

h. **Professional Memberships.** The District agrees to pay Superintendent's annual professional membership dues in the Association of California School Administrators ("ACSA"). The District shall also pay dues for the Superintendent to join the Greenfield and King City Rotary Clubs not to exceed One Thousand Five Hundred Dollars ($1,500.00) per year. The Superintendent agrees to attend and actively participate in these organizations as one means of ensuring Superintendent's ongoing professional development and community involvement.

4. **Work Year.** The Superintendent shall be required to render two hundred twenty-seven (227) workdays of full and regular service to the District during each annual period covered by this Agreement, exclusive of Saturdays, Sundays and holidays as defined in Education Code sections 37220 and 37221. Days worked in excess of 227 are considered non-work days. Both Parties recognize that the Superintendent is not entitled to overtime pay. The Superintendent is not entitled to vacation pay for non-work days. The parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

5. **Superintendent's Duties.**

a. **General Rules.** The Superintendent is hereby employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District policies. The Superintendent shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall be the Board's chief administrative officer.

b. **Personnel Matters.** The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees.

c. **Administrative Functions.** The Superintendent, as the chief administrative officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional

competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular and special meetings of the Board; (10) serve as secretary to the Board; and (11) perform such other duties as may be assigned by the Board.

6. **Board/Superintendent Responsibilities.** Although the Superintendent, as chief administrative officer of the Board, shall have primary responsibility for execution of Board policies and the day-to-day operations of the District, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while the Superintendent shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The parties agree not to interfere with or usurp the primary responsibilities of the other party and agree that the Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for an appropriate response.

7. **Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of the Superintendent's duties. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

8. **Evaluation.**

a. **Yearly Evaluation.** The Board shall discuss on an as-needed basis its working relationship with the Superintendent and his job performance, including a mid-year verbal discussion each school year which at the Board discretion may be followed up with a written narrative of that discussion. The Superintendent shall inform the Board of the evaluation dates provided in this Agreement and shall work with the Board to develop a time line for each year's evaluation process. At least once a year and normally during the month of March a portion of a Board meeting shall be devoted to (1) formal criteria to be used to evaluate the Superintendent, (2) an oral and written evaluation of the Superintendent's performance, (3) a

review of the Superintendent's salary and benefits, and (4) discussion of goals and objectives for the succeeding year. Nothing in this Agreement shall preclude the Board from evaluating the Superintendent more than one time per year. Among other criteria, the evaluation shall be based upon the job description and any mutually agreed upon goals and objectives.

b. **Board Review**. The Board shall conduct its evaluation of the Superintendent in closed session meetings of the Board and endeavor to complete the evaluation by June 30. The Board shall meet with and provide a copy of the evaluation report to the Superintendent. Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis or improvement. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board President shall sign the evaluation report and action plan. The Superintendent shall have ten (10) calendar days from receipt of any evaluation to respond in writing.. Evaluations and action plans relating to the Superintendent and any written comments in response shall be placed in the Superintendent's personnel file.

c. **Outside Facilitator**. Whenever it is deemed desirable by the Board, an outside facilitator may be mutually selected by the Board and the Superintendent to facilitate discussion of the Superintendent's performance, the Board-Superintendent relations and/or completion of the Superintendent's evaluation.

d. **Failure to Evaluate Non-Limiting**. The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

9. **Fitness for Duty Examination**. The Superintendent agrees to have a fitness for duty examination, by a District-appointed physician when requested by the Board. Following the examination, the Superintendent shall submit to the Board President a report from the examining physician certifying the Superintendent's fitness to perform the essential functions of his position. Any expense beyond that paid by insurance will be borne by the District. The

purpose of the examination is to determine the Superintendent's fitness for service. The physician's report shall be treated as confidential information. The Superintendent agrees to execute any necessary medical releases or other documents to facilitate a comprehensive fitness for duty examination by the District-appointed physician.

10. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement provided that he has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed by the Board.

c. **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law.

d. **Disability of the Superintendent.** If, as a result of a physical or mental disability, the Superintendent is unable to perform the essential functions of his position, even with reasonable accommodations, this Agreement may, at the Board's election, be terminated two weeks from the date the Board issues a written notice of termination.

i. **Physician's Report.** Prior to terminating this Agreement based upon the Superintendent's disability, the Board must receive a written report from a licensed physician establishing that the Superintendent is unable to perform the essential functions of his position. The Physician's report may be from a District-appointed physician, as set forth in section 9 above, or from a physician providing services to the Superintendent.

ii. **Notice from Superintendent.** If the Superintendent is informed by a physician that he is unable to perform the essential functions of his position, the Superintendent shall immediately request the physician to furnish the Board President with a written report containing those findings.

iii. **STRS.** If a physician issues a report indicating the Superintendent cannot perform the essential functions of his position, the Superintendent may apply for STRS disability benefits or STRS retirement.

iv. **Leaves.** If the Board elects to terminate this Agreement as a result of the physician's report establishing that the Superintendent cannot perform the essential

functions of the position, the Superintendent shall, at the Board's election, cease performing the duties of his position and he shall exhaust all non-work days, in-lieu days, accumulated, unused sick leave days, and other paid leaves. Upon expiration of all paid leave entitlement, the parties shall have no further obligations to each other and this Agreement shall terminate.

e. **Death.** Death of the Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Superintendent up to the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent or directed by the executor of his estate.

f. **Termination for Cause.** The Board may terminate the Superintendent for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Board directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) any misconduct or dishonest behavior; or (6) conviction of or the entry of a plea of "nolo contendre" to any crime involving dishonesty, fraud, theft, physical violence, or the entry of a civil judgment against the Superintendent for fraud, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If such cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then

authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

g. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Superintendent a monthly sum equal to the difference between the Superintendent's salary in effect during his last month of service and the amount earned after the effective date of termination for the remainder of this Agreement or nine (9) months, whichever is less. Payments to Superintendent shall be made on a monthly basis unless the Board agrees otherwise. As a condition of payment, the Superintendent must file a written statement with the Board no later than the tenth (10th) day of each month listing his earnings for the previous month. Failure to file the statement by the tenth (10th) day of each month shall result in the District having no duty to pay for that month.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments,

health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

h. **Appointment of State Administrator.** In the event that the District requires an emergency apportionment from the state resulting in the appointment of a state administrator under Education Code section 41326, this Agreement shall terminate upon the appointment of the administrator and his or her assumption of the duties of the position of the superintendent.

i. **Cash Settlement Related to Termination.** If this contract is terminated, any cash settlement related to the termination that the Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his or her office or position. "An abuse of office" means either an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or a crime against public justice, including, but not limited to, a crime described in Title 7 of the California Penal Code starting with section 92 et seq.

11. **Extension of the Term of this Agreement.** Within sixty (60) days after completing the annual evaluation of the Superintendent, the Board shall consider the extension of this Agreement if the Superintendent so requests. If the Board elects not to extend the term of this Agreement, this Agreement shall remain in full force and effect until its expiration pursuant to its terms.

12. **Tax/Retirement/STRS Issues.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. Superintendent shall assume sole liability for all state, federal or employment tax consequences and retirement consequences and shall defend, indemnify and defend the District from all such consequences.

13. **Notification of Absence.** If the Superintendent plans on being absent from the District more than three (3) continuous days, the Superintendent shall notify the Board President in advance.

14. **Annual Reporting Requirements.** The Superintendent shall report to the Board in writing on an annual basis during the month of February the Superintendent's use of sick leave and other leave benefits.

15. **Professional Meetings.** The Superintendent is expected to attend appropriate professional meetings at local and state levels. Prior approval of the Board shall be obtained

when the Superintendent attends a function outside of the State. The District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

16. **Notice of Application to Other Positions.** The Superintendent shall immediately notify the Board in writing prior to the Superintendent applying for another position with any other employer.

17. **Dispute Resolution.**

a. **Mediation.** The Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Superintendent or Board may request, in writing, to the other party to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. The parties shall use a mediator through the California State Mediation and Conciliation Service. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any is non-binding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other party unreasonably refuses to cooperate in the setting of mediation.

b. **Binding Arbitration.** The Superintendent and Board agree to submit all disputes regarding the termination of this Agreement to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the parties. Either party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within thirty (30) days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the parties' disputes, the request must be made within five (5) days of termination of the mediation. The parties shall make a good faith attempt to select an arbitrator and complete the arbitration

with ninety (90) days. The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the parties. The arbitration shall take place in Monterey County, California, unless otherwise agreed by the parties. The arbitrator's fee shall be paid equally by both parties. Each party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281 et seq.

18. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

19. **Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

20. **Governing Law.** This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

21. **Construction.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

22. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

23. **No Assignment.** This is an Agreement for personal services. The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

24. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

25. **Exclusivity.** To the extent permitted by law, the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

26. **Independent Representation.** The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

27. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

28. **Board and State Trustee Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law as well as the appointed State Trustee.

29. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

30. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

31. **Public Record.** The parties recognize that, once final, this Employment Agreement is a public record and must be made available to the public upon request.

Dated: _____ South Monterey County Joint Union School District

By: _____
Paulette Bumbalough, Board President

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above. I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentations during the job application process.

I further represent I have not entered into an Agreement of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which are or will be recorded in the Office of the Superintendent of Schools of Monterey County before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code section 35028.

Dated: 4/28/2017

Brian Walker, Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Addendum to New Superintendent's Contract

MEETING: May 24, 2017

AGENDA SECTION:

X 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:
As the School District transitions to a new Superintendent, the Board would like Dr. Brian Walker to spend time in the district prior to the beginning of his actual start date of July 1, 2017. To that end the Board of Education would like to add up to eleven (11) days to the Dr. Walker's contract for the 2017-2018 academic year. These days are to be taken during the months of May and June 2017.

Recommendation:
It is recommended that the Board of Education approve the Addendum to Dr. Walker's contract for an additional eleven days of service.

Fiscal Impact:
$$8964.76 from General Funds

Submitted By:

Paulette Bumbalough
President SMCJUHSD Board of Education

Approved:

Paulette Bumbalough
President SMCJUHSD Board of Education

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT
And
BRIAN WALKER

ADDENDUM

This Agreement ("Agreement") is made and entered into by the Governing Board of SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT ("District" or "Board") and BRIAN WALKER ("Superintendent"), collectively known as ("Parties"), effective May 24, 2017 based upon the following:

To extend the agreement dated July 1, 2017 Article 4 by eleven (11) days to be completed by June 30, 2017. The Superintendent shall be paid at the per diem rate as computed from the base salary indicated in the agreement of July 1, 2017 for each of the eleven days. This extension is for the 2017-2018 year only and expires June 30, 2017.

All other provisions of the contract shall remain as stated in the original Employment Agreement.

Dated: _____

_____
PAULETTE BUMBALOUGH
President of the Board of Trustees
South Monterey County Joint
Union High School District

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on _____, 2017.

Dated: _____

_____
BRIAN WALKER, Ed.D.
Interim Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Addendum to Superintendent's Contract **MEETING:** May 24, 2017

AGENDA SECTION:

X 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:
Dr. Moirao will have completed all days of his negotiated work year by June 3, 2017. To complete the task of closing this academic year and establish the parameters for the next school year and to assist with the transition to a new Superintendent, the Board would like to amend his current contract by adding twelve additional workdays to the original contract. All other terms of the agreement will remain as agreed in April, 2016. Dr. Moirao will be paid his current per deim for each of the twelve days.

Recommendation:
It is recommended that the Board of Education approve the addendum to Dr. Moirao's contract for an additional twelve days of service.

Fiscal Impact:
$11,417 from various funds as associated with the Superintendent's responsibilities.

Submitted By:

Paulette Bumbalough
President, SMCJUHSD Board of Education

Approved:

Paulette Bumbalough
President, SMCJUHSD Board of Education

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT
INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT
And
DANIEL MOIRAO

ADDENDUM

This Agreement ("Agreement") is made and entered into by the Governing Board of SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT ("District" or "Board") and DANIEL MOIRAO ("Interim Superintendent"), collectively known as ("Parties"), effective May 24, 2017 based upon the following:

To extend the original agreement dated April 8, 2016 Article 3e by twelve (12) days to be completed by June 30, 2017. The Interim Superintendent shall be paid at the current per diem rate for each of the twelve days.

All other provisions of the contract shall remain as stated in the original Employment Agreement.

Dated: _____

_____
PAULETTE BUMBALOUGH
President of the Board of Trustees
South Monterey County Joint
Union High School District

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on _____, 2017.

Dated: _____

_____
DANIEL MOIRAO
Interim Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of the Revised SARC for Greenfield High School 2015/16

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

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

Summary:
When we originally brought the SARC for Greenfield for approval by the Board, the Facility Inspection was completed but not included. Attached is the completed version.

Recommendation:
It is recommended that the Board of Education approve the revised SARC for Greenfield High School 2015/16.

Fiscal Impact:
None

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

Greenfield High

California Department of Education
School Accountability Report Card
Reported Using Data from the 2015-16 School Year

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC).The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

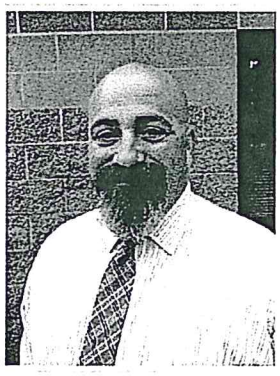
- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at http://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at http://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians, and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest Web page that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.



Francis Lynch, Principal

Principal, Greenfield High

About Our School

Principal's Message

Dear GHS Students, Parents, and Staff,

Just a note to say "hello" and again invite you to come and see the great things that are happening here at Greenfield High School.
Last year, we hosted a WASC Visit and it went very well, we received a 6-year accreditation with a mid-term follow-up visit. We have incorporated the WASC Action Plan into our Single Plan for Student Achievement (SPSA) and we believe that it will enhance our student outcomes. We are constantly looking at our WASC Action Plan and SPSA to determine if we are making progress toward higher student achievement and would like input from our parents and community members.
I am enjoying my third year as the principal here and am proud of the wonderful programs we offer to our students. We are growing every year - we currently have over 1100 students enrolled and look to be over 1200 next year. We have a thorough educational program that includes AP and Honors classes, STEM/PLTW classes, many Athletic teams, a vibrant FFA Program, and lots of clubs and activities.
We also have added some new services over the last few years, including a second academic/guidance counselor, a Parent Involvement Coordinator, an ELD Liaison, a therapist from Monterey County Behavioral Health, and a second Gear-Up program through CSUMB. We continue to offer services through Gear-Up UCSC, MCOE Migrant Education Office, ETS/Trio, and our own Counseling Dept. We also work with CSUMB to provide opportunities for college students to come and assist/mentor students here at GHS.

Frank Lynch
Greenfield High School Principal

Contact

Greenfield High
225 South El Camino Real
Greenfield, CA 93927-6312

Phone: 831-674-2751

E-mail: flynch@smcjuhsd.org

About This School

Contact Information (School Year 2016-17)

District Contact Information (School Year 2016-17)	
District Name	South Monterey County Joint Union High
Phone Number	(831) 385-0606
Superintendent	Daniel Moirao
E-mail Address	dmoirao@smcjuhsd.org
Web Site	www.smcjuhsd.org

School Contact Information (School Year 2016-17)	
School Name	Greenfield High
Street	225 South El Camino Real
City, State, Zip	Greenfield, Ca, 93927-6312
Phone Number	831-674-2751
Principal	Francis Lynch, Principal
E-mail Address	flynch@smcjuhsd.org
Web Site	http://www.greenfieldhs.org/
County-District-School (CDS) Code	27660682730174

Last updated: 1/17/2017

School Description and Mission Statement (School Year 2016-17)

In 1999, Greenfield High School opened its doors to students who proudly called themselves Bruins. The school sits on approximately forty acres. Greenfield High School is located in the southwest corner of the town of Greenfield. The school is surrounded by grape vineyards, fields, farmland, small businesses and residential housing.

Greenfield High School provides instruction to approximately students in grades nine through twelve on a traditional school schedule. As of 2015-16, the Greenfield High School student population was 97% Hispanic, 2.1% White, and .9% Other or Not Reported. 9.2% are students with disabilities, 31.1% are English Learners, and 83.2% are socioeconomically disadvantaged.

Greenfield High School offers a well-rounded program for its students, including but not limited to FFA, music, art, drama, computer technology, ASB, Leadership, credit recovery and AP courses. Students have opportunities to participate in clubs and extra-curricular activities such as football, wrestling, baseball, soccer, volleyball, basketball, rallies, Future Farmers of America, drama club, physics club, recycling club, art club and book club. After school and Saturday classes include English Language Arts, Algebra, Geometry, and Credit Recovery. Greenfield High School follows a progressive discipline plan and offers positive incentives. Prominent community supporters are the Greenfield Rotary Club and the Greenfield Lions Club.

The city of Greenfield covers an area of 1.7 square miles. It is located in the heart of California's Salinas Valley approximately 135 miles south of San Francisco, 95 miles south of San Jose, 40 miles south of Salinas and 60 miles north of Paso Robles. The City of Greenfield is located between the Gabilan mountain range to the east and the Santa Lucia range to the west. The city of Greenfield is centered in one of the most productive agricultural areas in the world. The area is known as the "Salad Bowl of the World." Over $2 billion (US) worth of fruit and vegetables are produced and shipped annually across the United States and abroad. The area is also known as a premier wine grape growing region due to the rich soil and desirable climate.

As of 2013, there were 16,869 people residing in the city of Greenfield. There are 3,167 families residing in the city of Greenfield and the average family size is 4.71 people. 57% of the housing units are owner occupied. The median income for a household in the city was $53,926. In recent years, the town has seen a sizable influx of immigrants from the Mexican state of Oaxaca. Many Oaxacans speak the indigenous languages of Triqui or Mixteco.

Greenfield High School Vision Statement

Students at Greenfield High School are provided with educational and personal experiences that enable them to become life-long learners and responsible, productive citizens.

Greenfield High School Mission Statement

Greenfield High School provides all students with a standards-based curriculum, educational programs, resources and opportunities which empower all students to achieve academic success and reach their fullest potential.

Greenfield High School-Wide Learner Outcomes(SLO's)

Build: Connect concepts across the curriculum, demonstrate perseverance and apply knowledge and skills

Responsibility: Display personal and social responsibility

Understand: Possess critical thinking skills and exhibit literacy across the curriculum

Independent Learner: Engage in life-long learning and be resourceful and intrinsically motivated

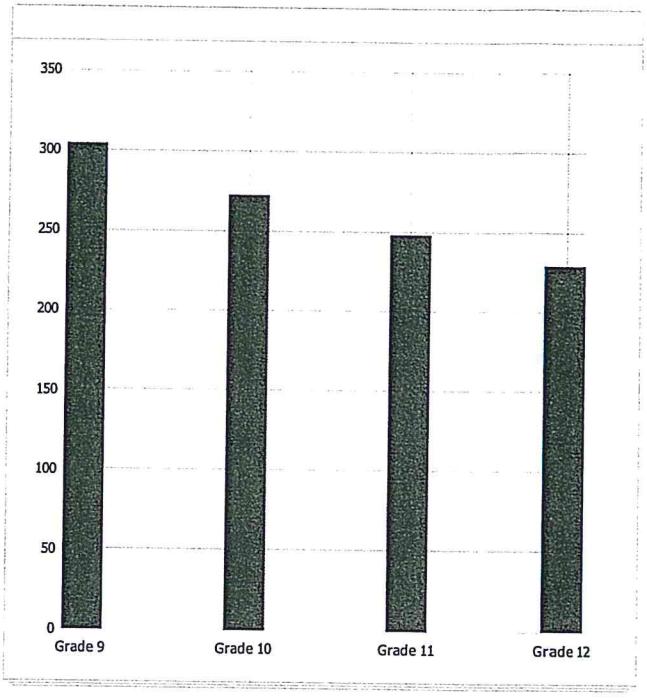
Navigate: Manage your time and resources and satisfy A-G requirements

Success: Have a plan for success, pursue a college degree and pursue career pathways

Last updated: 1/17/2017

Student Enrollment by Grade Level (School Year 2015-16)

Grade Level	Number of Students
Grade 9	304
Grade 10	272
Grade 11	248
Grade 12	229
Total Enrollment	1053



Last updated: 1/17/2017

Student Enrollment by Student Group (School Year 2015-16)

Student Group	Percent of Total Enrollment
Black or African American	0.3 %
American Indian or Alaska Native	0.0 %
Asian	0.3 %
Filipino	0.1 %
Hispanic or Latino	97.0 %
Native Hawaiian or Pacific Islander	0.0 %
White	2.1 %
Two or More Races	0.3 %
Other	-0.1 %

Student Group (Other)	Percent of Total Enrollment
Socioeconomically Disadvantaged	83.2 %
English Learners	31.1 %
Students with Disabilities	9.2 %
Foster Youth	0.1 %

Last updated: 1/18/2017

A. Conditions of Learning

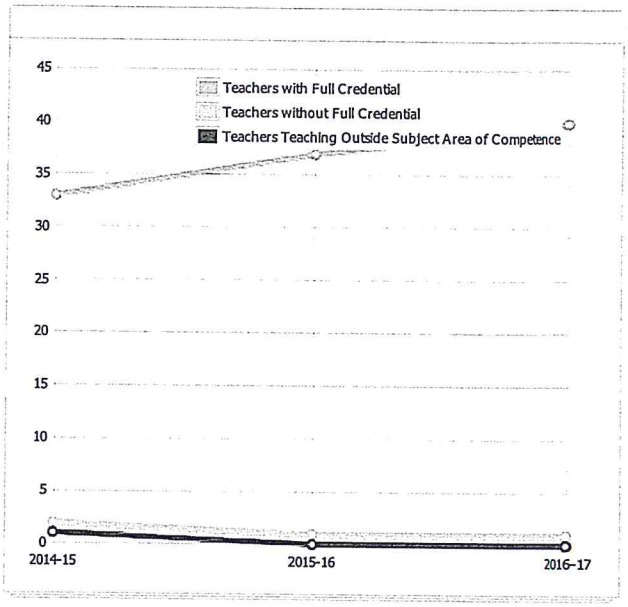
State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

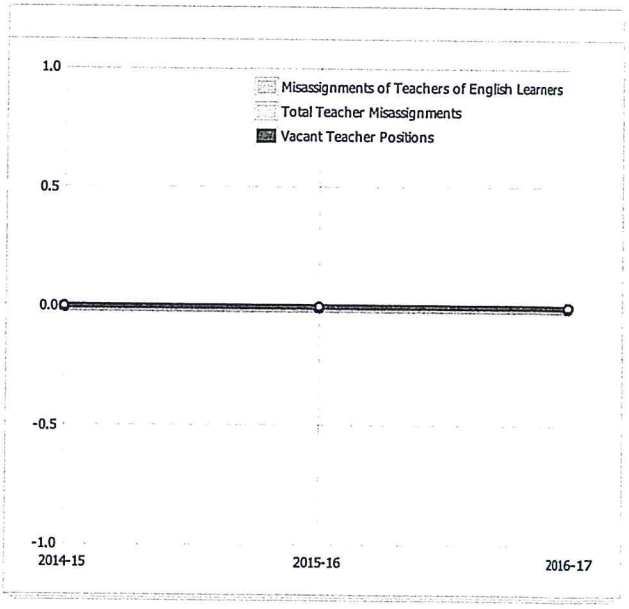
Teachers	School			District
	2014-15	2015-16	2016-17	2016-17
With Full Credential	33	37	40	93
Without Full Credential	2	1	1	4
Teachers Teaching Outside Subject Area of Competence (with full credential)	1	0	0	0



Last updated: 2/10/2017

Teacher Misassignments and Vacant Teacher Positions

Indicator	2014-15	2015-16	2016-17
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

* Total Teacher Misassignments includes the number of Misassignments of Teachers of English learners.

Last updated: 1/17/2017

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2015-16)

Location of Classes	Percent of Classes In Core Academic Subjects Taught by Highly Qualified Teachers	Percent of Classes In Core Academic Subjects Not Taught by Highly Qualified Teachers
This School	98.0%	2.0%
All Schools in District	96.0%	4.0%
High-Poverty Schools in District	96.0%	4.0%
Low-Poverty Schools in District	0.0%	0.0%

Note: High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 39 percent or less in the free and reduced price meals program.

Last updated: 1/17/2017

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2016-17)

Year and month in which data were collected: October 2016

Subject	Textbooks and Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Reading/Language Arts Glencoe Literature: The Reader's Choice - 2002 Glencoe Literature: Green(2002) Glencoe Literature: The Reader's Choice - Course 5 (2002) (red) Glencoe American Literature: The Reader's Choice , 2002 (blue) Glencoe British Literature: The Reader's Choice, 2002 (dark green) Glencoe British Literature: The Reader's Choice, 2002 (dark green) Edge: Reading, Writing & Grammar. Level C. Hampton-Brow n. 2009 (Green) Edge: Reading, Writing & Grammar. Fundamentals. Hampton-Brow n. 2009 (Red) Edge: Reading, Writing & Grammar. Level A. Hampton-Brow n. 2009 (Orange) Edge: Reading, Writing & Grammar. Level B. Hampton-Brow n. 2009 (Blue) California State University - Expository Reading and W riting Curriculum, 2008	Yes	0.0 %
Mathematics	Mathematics Visions Project. Modules Secondary One, Secondary Two and Secondary Three. Integrated Math Pathway. Online Modules. 2011 Calculus: Graphical, Numerical, Algebraic (AP edition); 3rd edition. Pearson. 2007 Consumer Math AGS. 2003 Statistics: Learning From Data (AP Edition). 2016	Yes	0.0 %
Science	Biology-Holt Rinehart and W inston. 2007 Introduction to Chemistry-Zumdahl, Houghton Mifflin Co. 2000 Earth Science-McDougal Littell. 2005 Prentice Hall. 2006 Conceptual Physics-Foresman Addison W est	Yes	0.0 %

	Introduction to Engineering. Project Lead the Way. Online Modules. AP Bio Campbell-Reece Am edition. 2008 Ag. Bio-Holt California Biology. 2007 Ag. Earth-California Earth Science, Prentice Hall. 2006 Animal Science-Modern Livestock & Poultry Prod. 2007		
History-Social Science	Modern W orld History Patterns of Interaction, McDougal Littell. 2006 The Making of America, Houghton Mifflin. 2006 The Americans, McDouglas Littell. 2006 Economics: Principles and Practices, Glencoe. 2008 American Government-Prentice Hall. 2006	Yes	0.0 %
Foreign Language	Spanish 1-Ven Conmigo, Level 1, Holt. 2003 Spanish 2-Ven Conmigo, Level 2, Holt. 2003 Spanish 3-Ven Conmigo, Level 3, Holt. 2003 Spanish Flu.-Repaso-Glencoe McGraw Hill. 2002 Spanish Lit. & Culture AP-Azulejo, W ayside Publishing. 2008 French 1-Discovering French, Bleu. 1997 French 2-Discovering French, Blanc. 1997 French 3-Discovering French, Red. 1997 French 4-Personnages(1997)		0.0 %
Health	N/A		0.0 %
Visual and Performing Arts	Drama: The Stage and the School, Glencoe, McGraw-Hill 1999	Yes	0.0 %
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0.0 %

Note: Cells with N/A values do not require data.

Last updated: 2/10/2017

School Facility Conditions and Planned Improvements

General

The District takes efforts to ensure that all schools are clean, safe, and functional. To assist in this effort, the District uses a facility survey instrument developed by the State of California Office of Public School Construction. This survey was completed on April 6, 2016 and is available at the Maintenance, Operations and Transportation office.
Below is more specific information on the condition of the school and the efforts made to ensure that students are provided with a clean, safe, and functional learning environment.

Facilities Description
This school has 18 permanent classrooms and 18 portable classrooms, a library, a multipurpose room, gymnasium, and an administration building. The main campus was built in 1999.

Maintenance and Repair
District maintenance staff ensures that the repairs necessary to keep the school in good repair and working order are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority.

Deferred Maintenance Budget
The District participates in the State School Deferred Maintenance Program, which provides state funds to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior paint, and floor systems. The deferred maintenance program budget includes a contribution from the District's general fund.

Last updated: 1/17/2017

School Facility Good Repair Status

Year and month of the most recent FIT report: April 6, 2016

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: April 6, 2016

Overall Rating	Good

Last updated: 1/18/2017

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. The CAAs have replaced the California Alternate Performance Assessment [CAPA] for ELA and mathematics, which were eliminated in 2015. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with significant cognitive disabilities); and

- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students

Subject	Percent of Students Meeting or Exceeding the State Standards					
	School		District		State	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
English Language Arts / Literacy (grades 3-8 and 11)	33.0%	57.0%	40.0%	55.0%	44.0%	48.0%
Mathematics (grades 3-8 and 11)	7.0%	8.0%	9.0%	13.0%	34.0%	36.0%

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/17/2017

ELA - Grade 11

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	244	234	95.9%	57.1%
Male	118	116	98.3%	55.2%
Female	126	118	93.7%	59.0%
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	--	--	--	--
Filipino	--	--	--	--
Hispanic or Latino	237	228	96.2%	56.4%
Native Hawaiian or Pacific Islander	--	--	--	--
White	--	--	--	--
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	206	197	95.6%	54.1%
English Learners	49	46	93.9%	4.4%
Students with Disabilities	12	11	91.7%	9.1%
Students Receiving Migrant Education Services	18	16	88.9%	37.5%
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/17/2017

Mathematics - Grade 11

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	244	233	95.5%	7.7%
Male	118	116	98.3%	9.5%
Female	126	117	92.9%	6.0%
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	--	--	--	--
Filipino	--	--	--	--
Hispanic or Latino	237	227	95.8%	6.6%
Native Hawaiian or Pacific Islander	--	--	--	--
White	--	--	--	--
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	206	196	95.2%	6.6%
English Learners	49	47	95.9%	--
Students with Disabilities	12	11	91.7%	--
Students Receiving Migrant Education Services	18	16	88.9%	--
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/17/2017

CAASPP Test Results in Science for All Students

Subject	Percentage of Students Scoring at Proficient or Advanced								
	School			District			State		
	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16
Science (grades 5, 8, and 10)	23.0%	25.0%	16.0%	30.0%	32.0%	26.0%	60.0%	56.0%	54.0%

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/17/2017

CAASPP Tests Results in Science by Student Group Grades Five, Eight and Grade Ten (School Year 2015-16)

Student Group	Total Enrollment	Number of Students with Valid Scores	Percent of Students with Valid Scores	Percent Proficient or Advanced
All Students	276	244	88.4%	16.4%
Male	149	128	85.9%	16.4%
Female	127	116	91.3%	16.4%
Black or African American	--	--	--	--
American Indian or Alaska Native	0	0	0.0%	0.0%
Asian	--	--	--	--
Filipino	0	0	0.0%	0.0%
Hispanic or Latino	267	236	88.4%	16.5%
Native Hawaiian or Pacific Islander	0	0	0.0%	0.0%
White	--	--	--	--
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	243	213	87.7%	16.0%
English Learners	111	94	84.7%	3.2%
Students with Disabilities	22	13	59.1%	7.7%
Students Receiving Migrant Education Services	27	24	88.9%	4.2%
Foster Youth	--	--	--	--

Note: Science test results include CSTs, CMA, and CAPA in grades five, eight, and ten. The "Proficient or Advanced" is calculated by taking the total number of students who scored at Proficient or Advanced on the science assessment divided by the total number of students with valid scores.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 1/17/2017

Career Technical Education Programs (School Year 2015-16)

Workforce Preparation

Greenfield High School strives to provide its students with an understanding of how to apply subject learning in their future employment. The school's program focuses on preparing students to think conceptually, communicate effectively, and apply skills in real-world contexts. Curriculum and instructional strategies foster critical thinking, problem solving, leadership, and academic skills. Students in grades nine through twelve receive counseling from school personnel regarding career paths and courses of study.

Technical Education Advisory Committee

Greenfield High School students may participate in the Regional Occupational Program (ROP), which offers career path related classes such as Agricultural Academy and Computer Applications. Greenfield High School's Career Technical Education programs provide a sequence of courses that furnish students with the academic, technical knowledge, and skills needed to prepare for further education and for careers in current or emerging employment sectors.

Last updated: 1/17/2017

Career Technical Education Participation (School Year 2015-16)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	584
Percent of Pupils Completing a CTE Program and Earning a High School Diploma	100.0%
Percent of CTE Courses Sequenced or Articulated Between the School and Institutions of Postsecondary Education	0.0%

Last updated: 2/13/2017

Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2015-16 Pupils Enrolled in Courses Required for UC/CSU Admission	92.0%
2014-15 Graduates Who Completed All Courses Required for UC/CSU Admission	13.1%

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2015-16)

Grade Level	Percentage of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
9	21.6%	20.6%	16.6%

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Last updated: 2/10/2017

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite

Opportunities for Parental Involvement (School Year 2016-17)

Contact Person: Francis Lynch, Principal

Contact Phone Number: (831) 674 – 2751

Greenfield High School provides workshops, training and conference opportunities to their parents and community. Our Parent Involvement Coordinator, along with teachers, counselors, and support staff provide parent training in order to educate, collaborate, and build relationships with the parents in an effort to build a bridge between home and school life. Meetings are held during the day and at other times to accommodate the Greenfield community.

The following are samples of parent involvement opportunities at Greenfield High School:

* Back to School Night

* 10th Grade counseling

* 4 year plan

* Single Plan for Student Achievement presentations to parents

* Project 2 Inspire (Parent Institute)

* Grade checks

* Counselor appointments

* Home-School Compact

* Parent newsletter at least four times a year

* Quarterly report cards

* Progress reports

* E-mails

* AlertNow telephone outreach

* College Counselor CSUMB

* 8th grade parent meeting in January

* 9th grade Orientation in August

* Parent Involvement Policy

* SSC

* ELAC

* Parent workshops

* Supplementary Educational Services (SES)

* WASC group meetings

* Student tests results are shared with parents through SSC, ELAC meetings, parent workshops and newsletters

* CELDT and reclassification results are shared with parents at ELAC meetings and newsletters

* Athletics

* Fundraisers

* Migrant Education Program

* Volunteering

* Classroom visitations

* GEAR UP (UC Santa Cruz Educational Partnership Center and CSU Monterey Bay)

* Educational Talent Search (Cal State Monterey Bay)

*Teacher phone calls and notices on student progress

State Priority: Pupil Engagement

Last updated: 2/10/2017

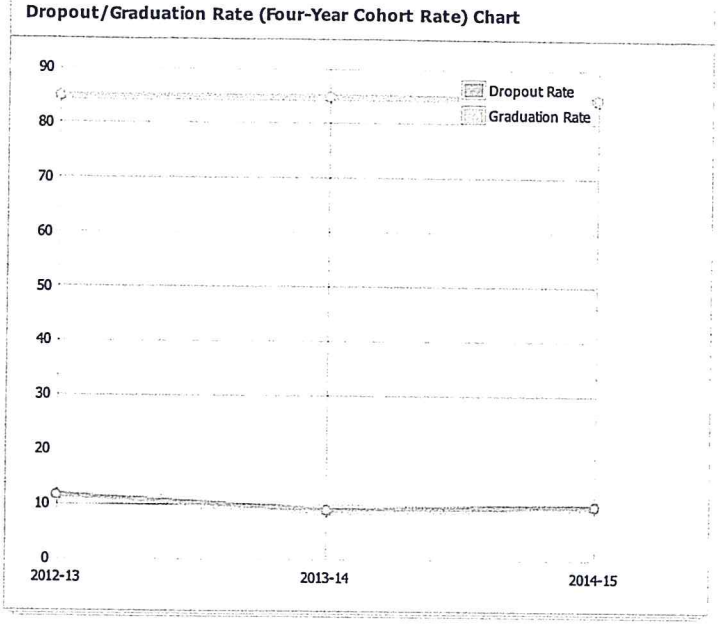
The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

	School			District			State		
Indicator	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
Dropout Rate	11.6%	9.0%	9.8%	14.3%	10.1%	9.8%	11.4%	11.5%	10.7%
Graduation Rate	85.00	85.00	84.60				80.44	80.95	82.27

Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



Last updated: 2/10/2017

Completion of High School Graduation Requirements - Graduating Class of 2015

(One-Year Rate)

Student Group	School	District	State
All Students	87	88	85
Black or African American	0	67	77
American Indian or Alaska Native	100	100	75
Asian	0	100	99
Filipino	0	0	97
Hispanic or Latino	87	88	84
Native Hawaiian or Pacific Islander	0	0	85
White	100	93	87
Two or More Races	0	0	91
Socioeconomically Disadvantaged	94	96	77
English Learners	77	72	51
Students with Disabilities	100	92	68
Foster Youth	–	–	–

State Priority: School Climate

Last updated: 1/17/2017

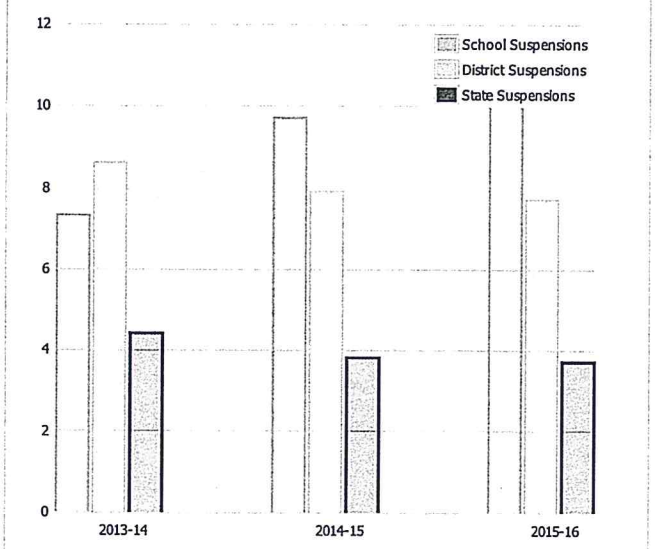
The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

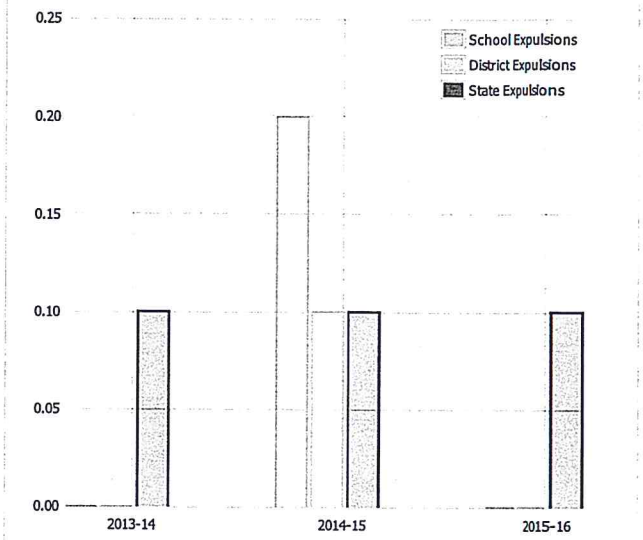
Suspensions and Expulsions

	School			District			State		
Rate	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16
Suspensions	7.3	9.7	10.3	8.6	7.9	7.7	4.4	3.8	3.7
Expulsions	0.0	0.2	0.0	0.0	0.1	0.0	0.1	0.1	0.1

Suspensions



Expulsions



Last updated: 1/17/2017

School Safety Plan (School Year 2016-17)

Greenfield High School is focused on providing a positive, safe, and secure learning environment for students, staff, parents, and the community. The site's comprehensive Safe School Plan addresses safety concerns identified through a school wide planning process. The goals and objectives of this plan support a learning environment that allows staff to effectively teach and students to actively learn. The plan promotes campus safety and focuses on character building and the analysis of the school's physical, social, and cultural environments. Additional components of the plan include information on the site discipline plan and policies; safe travel to and from school; child abuse reporting protocols; school crime data; notifications to teachers of dangerous students; discipline, non-discrimination/harassment, hate-motivated behavior, bullying and sexual harassment policies; and descriptions of strategies that help to develop a safe, positive environment. The School Safety Committee meets quarterly. The site Safe School Plan is updated annually. For the 2015-2016 school year, it was appoved February 2016.

Last updated: 1/17/2017

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2016-17)

Indicator	School	District
Program Improvement Status	In PI	In PI
First Year of Program Improvement	2006-2007	2010-2011
Year in Program Improvement	Year 5	Year 5
Number of Schools Currently in Program Improvement	N/A	2
Percent of Schools Currently in Program Improvement	N/A	66.7%

Note: Cells with NA values do not require data.

Last updated: 1/17/2017

Average Class Size and Class Size Distribution (Secondary)

	2013-14				2014-15				2015-16			
		Number of Classes *				Number of Classes *				Number of Classes *		
Subject	Average Class Size	1-22	23-32	33+	Average Class Size	1-22	23-32	33+	Average Class Size	1-22	23-32	33+
English	27.0	12	16	16	29.0	7	18	18	29.0	2	5	3
Mathematics	29.0	3	13	12	31.0	3	12	15	32.0	0	4	5
Science	32.0	1	9	10	32.0	1	8	11	31.0	0	6	4
Social Science	31.0	1	11	9	29.0	4	14	7	31.0	1	4	5

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 2/13/2017

Academic Counselors and Other Support Staff (School Year 2015-16)

Title	Number of FTE* Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	2.0	523.0
Counselor (Social/Behavioral or Career Development)	0.0	N/A
Library Media Teacher (librarian)	1.0	N/A
Library Media Services Staff (paraprofessional)	0.0	N/A
Psychologist	0.5	N/A
Social Worker	0.0	N/A
Nurse	0.0	N/A
Speech/Language/Hearing Specialist	0.0	N/A
Resource Specialist (non-teaching)	3.0	N/A
Other	0.0	N/A

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/17/2017

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2014-15)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Supplemental/Restricted)	Expenditures Per Pupil (Basic/Unrestricted)	Average Teacher Salary
School Site	$3030.2	$473.6	$2558.6	$69674.9
District	N/A	N/A	$3031.4	$73648.0
Percent Difference – School Site and District	--	--	15.6%	5.4%
State	N/A	N/A	$5677.0	$75859.0
Percent Difference – School Site and State	--	--	--	--

Note: Cells with N/A values do not require data.

Last updated: 1/18/2017

Types of Services Funded (Fiscal Year 2015-16)

In addition to general state funding, South Monterey County Joint Union High School District receives state and federal funding for the following categorical, special education, and support programs:

- Title I, Part A, Basic Grant
- Title II, Part A, Teacher Quality
- ROC/P Entitlement
- Title III, Part A, Limited English Proficient (LEP) and Immgirant Funds

At Greenfield High School, a variety of programs and services are available to assist students. During this school year, credit recovery classes designed to help students catch up on credits to meet graduation requirements are part of the schedule. After-school tutoring sessions and Saturday credit recovery classes are provided through EIA and Title I funding. Small group and individual Supplemental Educational Services in English and math are provided through Title I funding. Greenfield High School provides support classes during the school day for students whose language arts skills are below grade level through a strategic class for English in addition to the core English class. Students in grade 9 who are two or more years below grade level have a two period intensive class in English Language Arts, entitled READ 180. Students learning English as a second language are enrolled an English Language Development class in addition to the core English class.

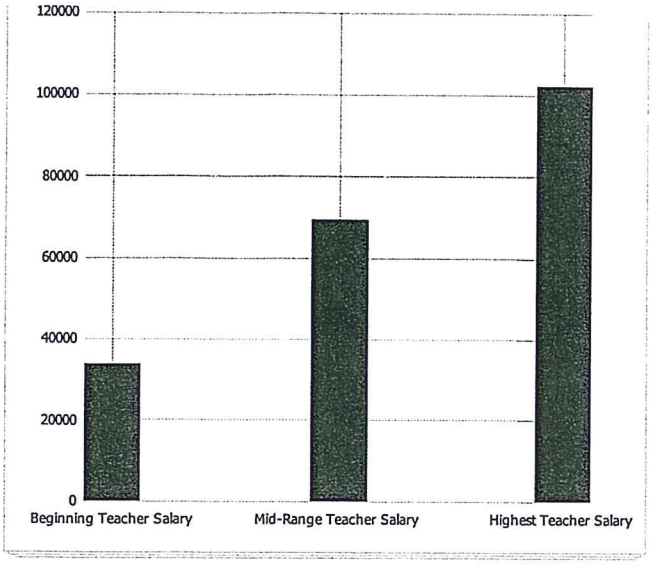
Last updated: 2/10/2017

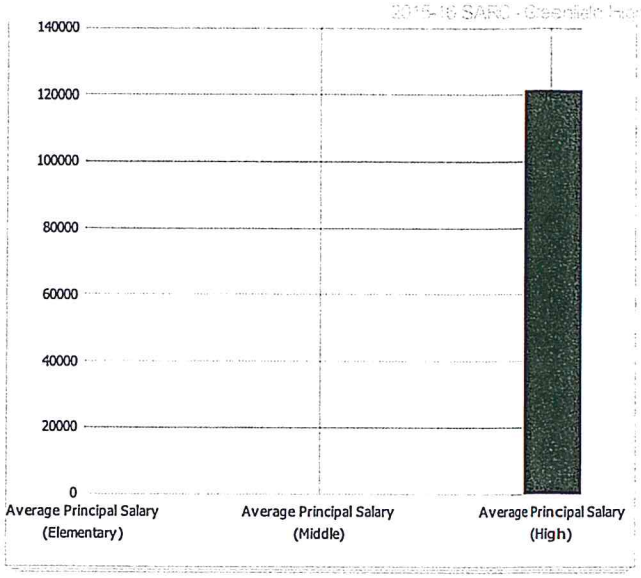
Teacher and Administrative Salaries (Fiscal Year 2014-15)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	$33,896	$45,265
Mid-Range Teacher Salary	$69,392	$72,281
Highest Teacher Salary	$102,188	$94,342
Average Principal Salary (Elementary)	$	$
Average Principal Salary (Middle)	$	$
Average Principal Salary (High)	$121,413	$127,317
Superintendent Salary	$174,000	$168,625
Percent of Budget for Teacher Salaries	33.0%	34.0%
Percent of Budget for Administrative Salaries	7.0%	6.0%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at http://www.cde.ca.gov/ds/fd/cs/ .

Teacher Salary Chart	Principal Salary Chart





Last updated: 1/17/2017

Advanced Placement (AP) Courses (School Year 2015-16)

Subject	Number of AP Courses Offered*	Percent of Students In AP Courses
Computer Science		N/A
English	2	N/A
Fine and Performing Arts		N/A
Foreign Language	1	N/A
Mathematics	1	N/A
Science	2	N/A
Social Science	4	N/A
All Courses	10	38.0%

Note: Cells with N/A values do not require data.

*Where there are student course enrollments of at least one student.

Last updated: 2/13/2017

Professional Development

Professional Development

Committed to increasing all students' achievement and the building of student skills in preparation for the Common Core State Standards, GHS has dedicated professional development time in the building of Professional Learning Communities. Teachers regularly meet in PLCs in order to engage in common lesson planning, reflection regarding the ways to improve student achievement based on analysis of shared data, and refine research-based practices that are most successful in meeting specified student outcomes. Teachers participate in classroom observations, model lessons and peer feedback in order to facilitate professional growth.

To support the implementation of best practices, 100% of core and electives teachers have participated in Constructing Meaning Professional Development. This promotes the academic achievement of all learners, particularly English learners, with a focus on a comprehensive approach for developing English proficiency. Integral to such an approach is explicit language instruction in every class, every day.

The Constructing Meaning program provides teachers with the process and tools for weaving explicit language instruction into content area teaching. Lesson planning is driven by the content and academic language demands of discipline-specific learning. Based on backward design and a gradual release of responsibility model, the Constructing Meaning process prompts teachers to:

*understand the role language plays in content learning

*decide what language knowledge students need to access content and express understanding

*provide appropriate, explicit oral and written language instruction and practice

During dedicated collaboration time, GHS teachers participate in learning the CCSS instructional shifts and components that support greater rigor in reading, speaking and writing. The work of the Common Core and other content standards assume native English proficiency, GHS teachers participate in PD to scaffold those skills necessary for our EL populations to access the CCSS. A focused approach on Constructing Meaning paired with the instructional shifts of the CCSS offers an accelerated approach to instruction that emphasizes both academic English and critical literacy skills, thereby supporting English learners in acquiring the analytical language necessary to meet the demands of the Common Core.

In 2014-15, GHS teachers began their fourth year of Constructing Meaning implementation focusing on expanding teaching strategies and building capacity. Common Core module training in text-complexity, Close reading, Writing across the Curriculum, Oral and Written Language Practice, Depth of Knowledge, College and Career Anchor Standards, Performance Based Instruction, and Productive Groupings have been covered in the last three years. During the school year, GHS Math teachers continued working with the Integrated math curriculum aligned to the math Common Core standards and math practices. GHS is committed to full implementation of the CCSS and supporting our teachers in their needs to transition to the new skills by tailoring our collaboration time to staff development prioritized on a staff needs assessment.

Last updated: 2/10/2017

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of 2015-2016 King City High School Safety Plan

MEETING: February 24, 2016

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

Board Goals:

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

Summary:
The 2015-2016 school site safety plan has been updated and approved by their school site council.

Recommendation:
It is recommended the Board of Education approve the King City High School school site safety plan.

Fiscal Impact:
None.

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

GOVERNING BOARD

SUBJECT: Approval of 2015-2016 Greenfield High School Safety Plan

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

Board Goals:

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

Summary:
The2015-2016 school site safety plan has been updated and approved by their school site council.

Recommendation:
It is recommended that the Board of Education approve the Greenfield High School Safety Plan.

Fiscal Impact:
None.

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

GOVERNING BOARD

SUBJECT: Approval of 2015-2016 Portola-Butler High School Safety Plan

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

Board Goals:

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

Summary:
The 2015-2016 school site safety plan has been updated and approved by their school site council.

Recommendation:
It is recommended that the Board of Education approve the Portola-Butler High School Safety Plan.

Fiscal Impact:
None.

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

GOVERNING BOARD

SUBJECT: Approval of 2015-2016 District Safety Plan **MEETING:** May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

Board Goals:

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

Summary:
The 2015-2016 school site safety plan has been updated and approved by their school site council.

Recommendation:
It is recommended that the Board of Education approve the District Safety Plan.

Fiscal Impact:
None.

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

SUBJECT: Approval of Greenfield High School Site Plan for Student Achievement

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

X 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 Single Plan for Student Achievement is a requirement that each school develop goals, objectives and a plan to use categorical funds for student improvement. This plan is based on achievement data and written with input from staff and the School Site Council.

Recommendation:
It is recommended that the Board of Education approve the Greenfield High School Single Plan for Student Achievement.

Fiscal Impact:
This is required to approve expenditures of State and Federal program funds.

Submitted By:

Diana M. Jiménez
Director of Educational Services

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GREENFIELD HIGH SCHOOL

Single Plan for Student Achievement

2017-2018

The Single Plan for Student Achievement

School: Greenfield High School

District: South Monterey County Joint Union High School District

County-District School (CDS) Code: 27-66068

Principal: Francis M. Lynch

Date of this revision: April 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Francis M. Lynch
Position:	Principal
Telephone Number:	831-674-2751
Address:	225 South El Camino Real, Greenfield, CA 93927
E-mail Address:	flynch@smcjuhsd.org

The District Governing Board approved this revision of the SPSA on _____.

Table of Contents

Planned Improvements in Student Performance

Centralized Services for Planned Improvements in Student Performance

Form C: Programs Included in This Plan

Form D: School Site Council Membership

Form E: Recommendations and Assurances

Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

The WASC Visiting Committee Report for March 2016 identified six critical areas of need. The following areas are addressed in the 2015-16 GHS SPSA:

1. Continue to focus on improving English and math proficiency levels on multiple academic measures.
2. All limited-English proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading / language arts and mathematics.
3. Continue to build College Pathways.
4. Continue to build Career Pathways.
5. Continue to offer Professional Development for teachers.

All LCAP 2014-17 goals and performance measures are in italics.

English Language Arts (ELA)

LEA GOAL: Performance Goal 1A: ***All students will reach high standards, at a minimum, attaining proficiency or better in ELA by 2017-18.***

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016:

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL ELA 1: By August 2017, the proficiency on the SBAC will have improved by 15%.
SCHOOL GOAL ELA 2: Quarterly Benchmark scores will improve by 5% each quarter for each grade level.

What data did you use to form this goal?

- 2015-16 SBAC Data
- 2014-15 SBAC Data
- Incoming 9th graders' SRI & SBAC Data
- 2016-17 SRI Data
- Quarterly Benchmark Data
- AP Exam Results
- Graduation rates for past three years
- PLC Note-taking Forms

What were the findings from the analysis of this data?

- 2014-15 SBAC Data for English found that 33% of students were meeting or exceeding the standard.
- Overall, English Only and RFEP students showed little measurable growth on the SRI while English Learners demonstrated some growth.

Benchmark Data:
9th Grade

	2015-2016			2016-17	
	08/15	10/15	02/16	10/16	02/17
Exceeds	4%	1%	4%	6%	7%
Meets	17%	15%	17%	16%	29%
Near	19%	12%	16%	15%	25%
Does Not Meet	61%	71%	63%	63%	40%

10th Grade

	2015-16		2016-17	
	08/15	10/15	10/16	02/17
Exceeds	8%	2%	7%	0%
Meets	35%	9%	28%	11%
Near	12%	16%	16%	29%

How will the school evaluate the progress of this goal?

*LCAP: Performance on standardized tests**

- *11th Grade SBAC data*
- *2017-18 SRI data*
- *Quarterly Benchmark data*

Extrapolate results by student subgroup: Low SES, EL, Foster Child, Students with Disabilities

Does Not Meet	44%	73%	49%	60%

11th Grade

	2015-16		2016-17	
	08/15	10/15		10/16
Mastered	41%	0	Exceeds	2%
Not Mastered	59%	100%	Meets	14%
			Near	19%
			Does Not Meet	65%

CAASPP Results:
11th Grade

	2014-15			2015-16		
Standard:	EL	SpEd	All	EL	SpEd	All
Exceeded	0	N/A	9	0	N/A	19
Met	5	N/A	24	4	N/A	38
Nearly Met	29	N/A	33	33	N/A	24
Not Met	67	N/A	35	62	N/A	19

All measure in % of students tested.
SpEd subgroup not reported on **www.cde.ca.gov**

AP Exam Results:
Literature & Composition

	2014	2015	2016
Score 3+	4	3	5
# Tested	17	26	23
Pass Rate	23.5%	11.5%	21.7%

Language & Composition

	2014	2015	2016
Score 3+	1	2	7
# Tested	34	31	44
Pass Rate	2.9%	6.5%	15.9%

STRATEGY 1A.1: During 2017-18 GHS will create and/or modify pacing guides and benchmark and common formative assessments. The pacing guides and results of the benchmark and common formative assessments will be the focus of PLC work.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1A.1.1 By September 1, 2017, 1st semester pacing guides and PBA-type writing benchmarks will be modified as needed to align with the ELA CCSS for ELA grades 9-11. 1A.1.2 By December 1, 2017, 2nd semester pacing guides and PBA-type writing benchmarks will be modified as needed to align with the ELA CCSS for ELA grades 9-11. 1A.1.3 By September 1, 2017, all ELA teachers will receive professional development related to pacing and common formative assessment development. 1A.1.4 Monthly monitoring of pacing guides to review pacing guide alignment of curriculum delivery.	Site Administration Department Chair Instructional Coach IT ELA Teachers	• By September 1, 2017, ELA teachers will attend training to write/modify ELA pacing guides, build unit assessments aligned with the SBAC, and establish benchmarks. • By September 1, 2017, train new ELA teachers in the pacing guide. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Administer quarterly performance tasks and evaluate results, including results by subgroups (EL,SpEd). • Student progress will be monitored using Illuminate, and performance goals established with students. • All benchmark data input into Illuminate prior to the benchmark analysis date. • Illuminate data will be shared with students within two weeks of benchmark assessment. • Provide collaboration time to accomplish tasks.	Title I Release Days / Subs $2,500 Allocated Title I Release Days / Subs $2,500 Allocated

STRATEGY 1A.2: During 2017-2018, ELA students will increase reading and writing literacy.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1.A.2.1 All ELA teachers will be trained on NewsELA. 1.A.2.2 ELA teachers will monitor student progress on NewsELA using the program's reports. 1.A.2.3 By June 2018, increase each student's SRI score by 10%.	Administration Student Support Services Instructors of the extended day programs	• By October 2017, new ELA teachers will be trained on the fundamentals of NewsELA. • Throughout the school year ELA teachers will share tips on integration of NewsELA into the curriculum, and support each other with the effective use of the program's reports. • By October 2017, ELA teachers will have students trained in the benefits and use of NewsELA. • By September 2017, all students will be SRI tested; re-testing will occur at least two more times over the school year. • SRI data will be shared with students within two weeks of testing to use for student literacy goal setting. • By the end of August 2017, new ELA teachers will be trained to administer SRI testing, interface with the program, and run student reports.	Title I ELA tutorial teachers $2,500 Allocated Title I Hourly Salaries and Benefits $25,000 Allocated Title I SES $40,000 Allocated $10,000 Materials and supplies USA Test Prep

STRATEGY 1A.3: During 2017-18, all eligible 9th graders will be placed in a Read-180 class that is a double block of time for intensive reading intervention.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1.A.3.1 By August 2017, enroll target students in READ 180 classes. 1.A.2.2 By December 2017, Read 180 teacher(s) will attend an "Academic Language" training, i.e. Kate Kinsella, Dr. Robin Scarcella or comparable.	Administration Student Support Services Instructors of the READ-180 Program	• READ -180 will be offered during the school day • Teacher will be selected and trained in the READ -180 program. • Purchase necessary items, i.e. licenses, materials, etc, and place them in the READ 180 classes. • Work with IT Dept. to prepare classrooms with necessary software and hardware for implementation of program. • By September 2017, look into purchase of class set of Surface tablets. • Establish a calendar for end of the quarter/semester reports to the SSC on the progress of students enrolled in READ -180 program. • Contact the parents of the target students, making sure they understand the purpose, schedule, and parameters of the program. • Enroll in an "Academic Language" training and implement the strategies into instruction.	Title I Read 180 teacher training $5,000 Allocated Read 180 Materials and Supplies $8,000 Allocated

Mathematics

LEA GOAL: Performance Goal 1B: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016:

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Math 1B: By August 2018, the proficiency on the SBAC will have improved by 15%.
SCHOOL GOAL Math 2B: Quarterly Benchmark scores will improve by 5% each quarter for each grade level.

What data did you use to form this goal?

- SARC January 2015
- WASC Three-Year-Term Report
- March 2016 Teacher Survey
- 2015-16 SBAC Scores
- 2014-15 SBAC scores
- Incoming 9th graders' SBAC and Placement Test Data
- AP Exam Results
- PLC Note-taking Forms

What were the findings from the analysis of this data?

Our data indicates that we still have work to do in the area of mathematics.

- Math 1 Scores indicate steady growth.
- Math 2 Scores are fairly constant

Benchmark Data:
Math 1 and 2

	Math 1		Math 2	
	BME 1	BME 2	BME 1	BME 2
Exceeds	1%	9%	3%	8%
Meets	15%	22%	11%	6%
Near	31%	30%	20%	7%
Does Not Meet	52%	39%	67%	71%

CAASPP Results:
11th Grade

	2014-15			2015-16		
Standard:	EL	SpEd	All	EL	SpEd	All
Exceeded	0	N/A	0	0	N/A	0
Met	1	N/A	6	0	N/A	7
Nearly Met	6	N/A	18	4	N/A	25
Not Met	93	N/A	78	96	N/A	67

All measure in % of students tested.
SpEd subgroup not reported on **www.cde.ca.gov**

How will the school evaluate the progress of this goal?

LCAP: Performance on standardized tests*

- ***11th grade Math SBAC passing rates***
- ***Benchmark data***

**Extrapolate results by student subgroup: Low SES, EL, Foster Youth, Students with Disabilities*

AP Exam Results:
Calculus AB

	2014	2015	2016
Score 3+	0	0	0
# Tested	4	12	6
Pass Rate	0%	0%	0%

STRATEGY 1B.1: Develop and implement a plan that ensures all Math students are successful.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1B.1.1 Throughout the 2017-18 school year, continue modifying and implementing the MVP curriculum through Math 3.	Site Administration Math Department Chair Math teachers Counselor Instructional Coach	• By September 1, 2017, math teachers will attend training to develop department-wide norms and expectations, write/modify math pacing guides, build unit assessments aligned with the SBAC, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Administer quarterly performance tasks and evaluate results and student work, including results by subgroups (EL,SpEd). • Student progress will be monitored using Illuminate, and performance goals established with students. • All benchmark data input into Illuminate prior to the benchmark analysis date. • Illuminate data will be shared with students within two weeks of benchmark exams. • Provide collaboration time to accomplish tasks. • Provide materials/manipulatives/calculators necessary for effective implementation of math program.	Title I Release time / Subs $2,500 Allocated
1B.1.2 Throughout the 2017-18 school year, all math teachers will attend additional MVP professional development.	Site Administration Math Department Chair Math teachers Instructional Coach	• By October 2017, all new math teachers will enroll in an MVP professional development. • Attend MCOE MVP Math trainings and PD as available. • Attend professional development for the inclusion of technology into the curriculum.	Title I Release time / Subs $2,500 Allocated
1B.1.3 By June 2018, adopt and implement a math intervention program.	Site/District Administration Math Department Chairs Math teachers Counselors Instructional Coaches IT Dept.	• By December 2017, purchase necessary items, i.e. licenses, materials, etc, • By December 2017, write pacing guides. • By December 2017, provide appropriate training to the teacher(s) implementing the intervention program.	Title I/LCAP/Site Funds Release time / Subs $12,500 Allocated

1B.1.4 By December 2017, provide training on the use of Surface tablets for each math teacher. Investigate the purchase of class sets of Surface tablets for each math classroom.	Site Administration Math Department Chair Math teachers Instructional Coach IT Dept.	• By December 2017, provide appropriate training to the teacher(s) in order to implement technology into their curriculum and activities.	Title I Release time / Subs $2,500 Allocated

Science

LEA GOAL: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***
LCAP Priority: *#2 Implementation of the CCSS*
LCAP Priority: *#4 Student Achievement*
WASC VC Report March 2016:

Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Science: By September 2017, develop and implement pacing guides that integrate the Next Generation Science Standards and STEM.

What data did you use to form this goal?

- 2015-16 SBAC Data
- 2014-15 SBAC Data
- Incoming 9th graders' SBAC Data
- AP Exam Results
- PLC Note-taking Forms
- 2016-17 Master Schedule
- 2017-18 Master Schedule

What were the findings from the analysis of this data?

- There was little appreciable difference between CST Science scores for EI and SpEd Students who were 17% and 16% proficient or above (all students were 17% proficient or above).
- The master schedule includes STEM courses – PLTW Introduction to Engineering Design (IED), Principles of Engineering (POE), and 2017-18 will see Aerospace Engineering (Aero Eng) added to these offerings.
- The master schedule includes STEM courses – PLTW Computer Science Essentials (CSE) and 2018-19 will see the addition of Computer Science Principles.

LIFE SCIENCE CST:

	Adv	Prof	Basic	BB	FBB
12-13	10%	19%	35%	15%	21%
13-14	10%	16%	39%	20%	15%
14-15	5%	22%	38%	18%	17%
15-16	5%	12%	36%	27%	20%

How will the school evaluate the progress of this goal?

*LCAP: Performance on standardized tests**
- *11th Grade SBAC data*
- *CAASPP/CAST Data*

Enrollment in STEM Class offerings.

***Extrapolate results by student subgroup: Low SES, EL, Foster Youth, Students with Disabilities**

Students enrolled in STEM Classes:
PLTW Engineering

	2015-16	2016-17	2017-18
IED	67	63	52
POE	N/A	47	50
Aero Eng	N/A	N/A	31

Students enrolled in STEM Classes:
PLTW Computer Science

	2016-17	2017-18
CSE (Year 1)	91	51
CSE (Year 2)	N/A	60

AP Exam Results:
Biology

	2014	2015	2016
Score 3+	4	4	5
# Tested	17	23	24
Pass Rate	23.5%	17.4%	20.8%

Environmental Science

	2014	2015	2016
Score 3+			2
# Tested	N/A	N/A	8
Pass Rate			25.0%

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
By December 2017 develop a comprehensive plan for the implementation of the Next Generation Science Standards for 2017-18 school year.	Administration Science Department Chair Science Teachers Instructional Coach Counselor IT	• By December, 2017, science teachers will develop/modify course pacing guides, build unit assessments aligned with the SBAC/NGSS, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Quarterly, collaborate with Ag Department to ensure all students receive comparable instruction in each content area. • Student progress will be monitored using Illuminate, and performance goals established with students. • Provide collaboration time to accomplish tasks. • Utilize ELA, Math and cross-curricular components in lessons to promote student success on the SBAC.	Title 1 Conferences and materials $5,000 Allocated

By August 2017, continue implementation of STEM coursework through the PLTW Engineering and PLTW Computer Science programs.	Administration Science Department Chair Science Teachers CSE Teachers Counselor IT	• Continue to train teachers to teach PLTW courses offered to further expand the program/pathway.	Title 1/LCAP/Site Funds/Grant Funds Conferences and materials $25,000 Allocated

By August 2017, continue implementing STEM program using "Project Lead the Way" (PLTW) and a partnership with Chevron as a funding source.	Administration
	Science Department Chair
	Science Teachers
	Counselor
	IT
		• Attend professional development:
		  • Visit STEM Programs and high schools that are implementing NGSS.
		  • Attend STEM Conference(s) and NGSS workshops and share information with staff.
		  • Implement strategies and best practices into curriculum and lessons.
			Title 1/LCAP/Site Funds/Grant Funds
			Conferences and release time
			$5,000 Allocated

Social Science

LEA GOAL: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***
LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016:

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Social Science: Quarterly, 100% of SS teachers will create common formative assessments, compare and analyze pre- and post-results by subgroup and use the results to measure student achievement and effectiveness of teaching strategies.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
• 2015-16 SBAC Data • 2014-15 SBAC Data • 2015-16 SRI Data • AP Exam Results • PLC Note-taking Forms	• 2015-16 SBAC Data for English found that 57% of students were meeting or exceeding the standard. • 2014-15 SBAC Data for English found that 33% of students were meeting or exceeding the standard.	*LCAP: Performance on standardized tests** • *11th Grade SBAC data* ***Extrapolate results by student subgroup: Low SES, EL, Foster Child, Students with Disabilities***

- Overall, English Only and RFEP students showed little measurable growth on the SRI while English Learners demonstrated some growth.

AP Exam Results:
US History

	2014	2015	2016
Score 3+	1	0	1
# Tested	22	7	28
Pass Rate	4.5%	0%	3.6%

Microeconomics

	2014	2015	2016
Score 3+	0	0	0
# Tested	2	13	1
Pass Rate	0%	0%	0%

US Government & Politics

	2014	2015	2016
Score 3+	0	0	0
# Tested	3	6	1
Pass Rate	0%	0%	0%

Human Geography

	2014	2015	2016
Score 3+		1	1
# Tested	N/A	6	27
Pass Rate		16.7%	3.7%

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
Continue implementation of CCSS Literacy Standards in the Social Studies classes.	Administration Social Science Department Teachers and Chair Instructional Coach IT Dept.	• By September, 2017, teachers will develop/modify content pacing guides and build unit assessments aligned with the SBAC, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Attend professional development in lesson design, performance task creation (SBAC), and technology inclusion. • Provide collaboration time to accomplish tasks.	Title I Release time / Subs $2,500 Allocated

Continue implementation of the College and Career Readiness Standards.	Administration Social Science Department Teachers/Chair Instructional Coach IT Dept.	• By September, 2017, teachers will develop/modify content pacing guides and build unit assessments aligned with the SBAC, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Attend professional development in lesson design, performance task creation (SBAC), and technology inclusion. • Provide collaboration time to accomplish tasks.	Title I Release time / Subs $2,500 Allocated
Administer quarterly performance tasks and evaluate results, including results by subgroups (EL,SpEd).		• Student progress will be monitored using Illuminate, and performance goals established with students. • All benchmark data input into Illuminate prior to the benchmark analysis date. • Illuminate data will be shared with students within two weeks of benchmark writing.	Title I Release time / Subs $2,500 Allocated
Purchase class sets of Surface tablets for each teacher in the department.		• Attend professional development in lesson design, performance task creation (SBAC), and technology inclusion. • Develop common lessons that utilize technology.	Title I/Lottery Funds $5,000 Allocated

Business

LEA GOAL: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***
LCAP Priority #1d: More professional development with accountability
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016:

Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Business: Quarterly, 100% of Business teachers will create common formative assessments, compare and analyze pre- and post-results by subgroup and use the results to measure student achievement and effectiveness of teaching strategies.

What data did you use to form this goal?

- 2015-16 SBAC data
- 2014-15 SBAC data
- PLC Note-taking Forms

What were the findings from the analysis of this data?

CAASPP Results:
11th Grade (ELA)

	2014-15			2015-16		
Standard:	EL	SpEd	All	EL	SpEd	All
Exceeded	0	N/A	9	0	N/A	19
Met	5	N/A	24	4	N/A	38
Nearly Met	29	N/A	33	33	N/A	24
Not Met	67	N/A	35	62	N/A	19

All measure in % of students tested.

How will the school evaluate the progress of this goal?

*LCAP: Performance on standardized tests**

-

Extrapolate results by student subgroup: Low SES, EL, Foster Child, Students with Disabilities

SpEd subgroup not reported on **www.cde.ca.gov**

CAASPP Results:
11th Grade (Math)

	2014-15			2015-16		
Standard:	EL	SpEd	All	EL	SpEd	All
Exceeded	0	N/A	0	0	N/A	0
Met	1	N/A	6	0	N/A	7
Nearly Met	6	N/A	18	4	N/A	25
Not Met	93	N/A	78	96	N/A	67

All measure in % of students tested.
SpEd subgroup not reported on **www.cde.ca.gov**

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
Continue implementation of CCSS Literacy Standards in the Social Studies classes.	Administration District Personnel Department Chair Business, Math and ELA Depts. Instructional Coach IT	• By September 1, 2016, teachers will develop pacing guides, build unit assessments aligned with the literacy standards for technical subjects, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Attend professional development detailing SBAC technical requirements. • Provide collaboration time to accomplish tasks.	Title I Release time / Subs $2,500 Allocated
Continue implementation of the College and Career Readiness Standards.	Administration District Personnel Department Chair Business, Math and ELA Depts. Instructional Coach IT	• By September 1, 2016, teachers will develop pacing guides, build unit assessments aligned with the literacy standards for technical subjects, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Attend professional development detailing SBAC technical requirements. • Provide collaboration time to accomplish tasks.	Title I Release time / Subs $1,000 Allocated
Administer quarterly performance tasks and evaluate results, including results by subgroups (EL,SpEd).	Administration District Personnel Department Chair Business, Math and ELA Depts. Instructional Coach IT	• Student progress will be monitored using Illuminate, and performance goals established with students. • All benchmark data input into Illuminate prior to the benchmark analysis date. • Illuminate data will be shared with students within two weeks of benchmark writing.	Title I Release time / Subs $1,000 Allocated

Agriculture

LEA GOAL: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***
LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016:

Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Agriculture: Quarterly, 100% of Agriculture teachers will create common formative assessments, compare and analyze pre- and post-results by subgroup and use the results to measure student achievement and effectiveness of teaching strategies.

What data did you use to form this goal?

- 2015-16 SBAC data
- 2015-16 SRI data
- PLC Note-taking Forms

What were the findings from the analysis of this data?

- 2014-15 SBAC Data for English found that 33% of students were meeting or exceeding the standard.
- 2014-15 SBAC Data for math found that 6% of students were meeting or exceeding the standard.
- Overall, English Only and RFEP students showed little measurable growth on the SRI while English Learners demonstrated some growth.

LIFE SCIENCE CST:

	Adv	Prof	Basic	BB	FBB
12-13	10%	19%	35%	15%	21%
13-14	10%	16%	39%	20%	15%
14-15	5%	22%	38%	18%	17%
15-16	5%	12%	36%	27%	20%

How will the school evaluate the progress of this goal?

*LCAP: Performance on standardized tests**

- *11th Grade SBAC data*
- *10th Grade Life Science CST data*

Extrapolate results by student subgroup: Low SES, EL, Foster Child, Students with Disabilities

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

Continue implementation of CCSS Literacy Standards in the Agriculture classes.	Administration ELA, Math and Ag Dept. Instructional Coach IT Dept.	• By September 1, 2017, agriculture teachers will develop/modify course pacing guides, build unit assessments aligned with the SBAC/NGSS, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Collaborate with Science Department to ensure all students receive comparable instruction in each science content area. • Attend professional development in lesson design, performance task creation, CCSS and NGSS. • Provide collaboration time to accomplish tasks.	Title I Release time / Subs $2,500 Allocated
Continue implementation of the College and Career Readiness Standards.	Administration ELA, Math and Ag Dept. Instructional Coach IT Dept.	• By September 1, 2017, agriculture teachers will develop/modify course pacing guides, build unit assessments aligned with the SBAC/NGSS, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Collaborate with Science Department to ensure all students receive comparable instruction in each science content area.	Title I Release time / Subs $1,000 Allocated
By September 1, 2016, teachers will develop pacing guides, build unit assessments aligned with the literacy standards for technical subjects, and establish benchmarks.	Administration ELA, Math and Ag Dept. Instructional Coach IT Dept.	• By September 1, 2017, agriculture teachers will develop/modify course pacing guides, build unit assessments aligned with the SBAC/NGSS, and establish benchmarks. • Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS. • Collaborate with Science Department to ensure all students receive comparable instruction in each science content area. • Attend professional development in lesson design, performance task creation, CCSS and NGSS. • Student progress will be monitored using Illuminate, and performance goals established with students. • All benchmark data input into Illuminate prior to the benchmark analysis date. • Illuminate data will be shared with students within two weeks of benchmark writing. • Provide collaboration time to accomplish tasks.	Title I Release time / Subs $1,000 Allocated
Administer quarterly performance tasks and evaluate results, including results by subgroups (EL,SpEd).	Administration ELA, Math and Ag Dept. Instructional Coach IT Dept.	• Student progress will be monitored using Illuminate, and performance goals established with students. • All benchmark data input into Illuminate prior to the benchmark analysis date. • Illuminate data will be shared with students within two weeks of benchmark writing.	Title I Release time / Subs $1,000 Allocated

Physical Education

LEA GOAL: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***
LCAP Priority #1d: More professional development with accountability
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016:

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Physical Education: Quarterly, 100% of P.E. teachers will create common formative assessments, compare and analyze pre- and post-results by subgroup and use the results to measure student achievement and effectiveness of teaching strategies.

What data did you use to form this goal?

- PFT Data (2012 – 2016)
- PLC Note-taking Forms

What were the findings from the analysis of this data?

Physical Fitness Test:

	# Tested	# in HFZ	% in HFZ	% Needs to Improve	% Health Risk
12-13	223	92	41.3	35.0	23.7
13-14	255	125	49.0	32.9	18.1
14-15	247	111	44.9	34.8	20.3
15-16	301	149	49.5	32.9	17.6

How will the school evaluate the progress of this goal?

California Physical Fitness Test Results
CST Life Science
Lesson plans
Performance task creation and implementation

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
By September, 2017, P.E. teachers will develop/modify course pacing guides, build unit assessments, and establish benchmarks that are geared toward improving PFT results and meeting the CCRS.	Administration PE Department Instructional Coach IT Dept.	• Continue implementing CM strategies as appropriate to the discipline. • Attend professional development in implementing CCRS with a focus on literacy in PD, and physical fitness programs and incentives for youth. • Implement classroom instruction/activities that utilize writing, listening, and speaking components in lessons. • Observe PE instruction in schools, including Vista Verde, that utilize writing, listening and speaking components in their lessons, and lessons/activities that	Title I/LCAP/Site Funds Release time / Subs, materials $2,500 Allocated

		focus on the critical areas of physical fitness measured in the state physical fitness exam. • Provide collaboration time to accomplish tasks.	
By June 2018, Physical Fitness Test results in aerobic capacity, abdominal strength and upper body strength will yield a 10% improvement over the 2016-17 results.	Administration PE Department Instructional Coach IT Dept.	• Incorporate physical fitness activities towards improvement in the critical areas of Aerobic Capacity, Abdominal Strength and Upper Body Strength abdominal strength that focus on the critical areas of the physical fitness measured on the state Physical Fitness Test.	

Fine Arts

LEA GOAL: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***
LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016:

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.
Critical Area of Need #5: Continue to offer Professional Development for teachers

SCHOOL GOAL Fine Arts: Quarterly, 100% of fine arts teachers will create common formative assessments, compare and analyze pre- and post-results by subgroup and use the results to measure student achievement and effectiveness of teaching strategies.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
• 2015-16 SBAC Data • 2014-15 SBAC Data • 2015-16 SRI Data • PLC Note-taking Forms	• 2015-16 SBAC Data for English found that 57% of students were meeting or exceeding the standard. • 2015-16 SBAC Data for math found that 7% of students were meeting or exceeding the standard. • Overall, English Only and RFEP students showed little measurable growth on the SRI while English Learners demonstrated some growth.	*LCAP: Performance on standardized tests** ***Extrapolate results by student subgroup: Low SES, EL, Foster Child, Students with Disabilities***

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
By September, 2017, teachers will develop pacing guides, build unit assessments aligned with the CCRS and establish benchmarks.	Administration Department Chair Teachers Instructional Coach	• Create quarterly pre- and post-formative CCSS assessments and analyze the results by subgroup to determine strategies for re-teaching or advancement of curriculum. • Student progress will be monitored using Illuminate, and performance goals established with students.	Title I Release time / Subs $2,500 Allocated

	IT Dept.	• All benchmark data input into Illuminate prior to the benchmark analysis date. • Illuminate data will be shared with students within two weeks of benchmark writing.	
Continue implementing CCRS literary standards	Administration Department Chair Teachers Instructional Coach IT Dept.	• Throughout the school year, provide additional support and materials in CM to help meet the rigor of the CCSS • Adapt curriculum to meet the CCRS • Continue training in and implementation of CCRS focus areas Listening, Speaking, Reading and Writing skills. • Observe and collaborate with teachers of core subjects. • Receive additional training and materials in CM and common core to help meet the rigor of CCRS.	Title I Materials/Supplies $2,000 Allocated

English Learners

LEA GOAL: Performance Goal 2: ***All Limited-English-Proficient(LEP) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.***

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #2b Improve services and increase reclassification of EL students
LCAP Priority: #3a Increase parent engagement in the student learning process
LCAP Priority #2a: Increase student achievement

WASC VC Report March 2016

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #2: All Limited-English-Proficient(LEP) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading / language arts and mathematics.
Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL English Learners: By May 2018, all ELs will participate in the first year implementation of the ELPAC.
SCHOOL GOAL English Learners: By May 2018, 25% of ELs will be re-designated as FEP.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
Analysis of 2015-16 GHS SPSA AMAOs WASC Report March 2016 Teacher survey EL student placement 2015-16 CELDT scores Student year-to-year scores on CELDT and SRI English benchmark data Graduation data	In 2014-15: • 31 students were reclassified FEP. In 2015-16: • 37 students were reclassified FEP. In 2016-17: • 40 students were reclassified FEP.	AMAOs Percent of ELs who increase at least one CELDT level from their prior year's assessment Percent of ELs that become English proficient EL reclassification rate Documented efforts to seek input of EL parents and students Promotion of EL parent participation ELAC agendas, sign in sheets, minutes

Benchmark Data:
9th Grade

	August	October	February
Exceeds	4%	1%	4%
Meets	17%	15%	17%
Near	19%	12%	16%
Does Not Meet	61%	71%	63%

10th Grade

	August	October	February
Exceeds	8%	2%	0
Meets	35%	9%	0
Near	12%	16%	0
Does Not Meet	44%	73%	0

11th Grade

	August	October	February
Mastered	41%	0	0
Not Mastered	59%	100%	100%

Drop Out Rate of EL Population:

Year	Percentage
2012-13	21.8%
2013-14	17.5%
2014-15	
2015-16	

SSC agendas, minutes, sign in sheets
Master Schedule

STRATEGY 2.1: Continue to Collaborate with the EL Specialist to insure that the EL Master Plan is fully implemented.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
2.1.1 Continue the full-time EL Specialist position	State Administrator HR Admin. EL Specialist	• By May 2018 the EL Specialist will have completed the annual evaluation of the EL Program as outlined in the EL Master Plan and implemented all activities for ELs in the GHS SPSA. • EL Specialist to provide ongoing strategic training in ELD standards and strategies for classroom teachers. • ELD Specialist to train ELD teachers to administer ELPAC reading and writing in the classroom by January 2018. • EL Specialist to administer CELDT (Initial Exams only) to EL students as students arrive to enroll at the school. • EL Specialist to provide ELPAC workshops to parents and teachers, including analysis of ELPAC strand requirements and performance. • EL Specialist to track ELD student's progress and R-FEP students' progress for four years after re-designation.	Title III/LCAP $53,000
2.1.2 Hold a reclassification ceremony by June 2018	EL Specialist Teachers Admin	• By June 2018, provide reclassification assembly for qualifying students and their parents to celebrate their reclassification to R-FEP.	Title III $2,500 for materials and supplies

STRATEGY 2.2: Hire a second full-time ELD Aide for SDAIE and ELD classes.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
2.2.1 Support ELD and SDAIE teachers in implementing curriculum.	Admin EL Specialist ELD teachers	By September 2017, hire and train a second ELD Liaison to assist with the implementation of the EL Master Plan.	Title III/LCAP $2,500

STRATEGY 2.3: Place all English Learners in appropriate ELA/ELD and core content classes.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
2.3.1 By August 2017, continue to appropriately place all ELs, including ELs who are also students with disabilities, in ELD and SDAIE classes.	Admin Student Support Services EL Specialist	• Establish a calendar of quarterly meetings between the EL Specialist and the SPED department chair to coordinate services and to monitor the progress of ELs with IEPs. • Continue offering ELD 1 and ELD 2 as separate classes. • Purchase ancillary EDGE materials to supplement the EL core curriculum.	Title III $25,000 for materials/supplies

2.3.2 By August 2017, Continue to place long term English learners mainstream English class to meet A-G requirements, and a separate grade-level class for ELD according to CELDT level. 2.3.3 By August 2017, develop a pacing guide and benchmarks for ELD 1-3. 2.3.4 Throughout 2017-18, continue to provide professional development to ELD teachers.	ELD teachers	• Provide professional development to address ELD/SDAIE specific strategies (such as Kinsella), learn new ELD standards, continue implementation and utilization of System 44, Edge, and CM. • Provide professional development on the use/implementation of System 44 or another equivalent reading/ language acquisition program.	

STRATEGY 2.4: During 2017-18, raise awareness of ELPAC components and strategies through after school tutoring and language support.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
2.4.1 Enroll all ELs in need of additional ELD in after school ELD tutoring class.	EL Specialist Admin Student Support Services	By August 30, 2017, • Develop the plan for 2017-18 ELD tutorials that will occur outside of the regular school day. • Schedule the tutorials and invite students, contact parents. By December 2017, evaluate the effectiveness of the ELD tutorials: how many ELs needed tutoring, attended tutoring, and what evidence is there that attending tutoring classes affected the level of achievement in ELD and content classes.	Title I(SES)/Title III 2 ELD tutorial teachers $20,000 Allocated Supplementary materials for ELD $15,000
2.4.2 Provide cultural orientation class to students new to the U.S. -	GEAR Up Admin. EL Specialist Teacher Counselor	• Identify individual qualified to develop and deliver content to students either during the school day or after school. • Evaluate quarterly, cultural transition classes designed to guide students towards a successful academic experience. • Follow-up with a student/parent/teacher needs survey to identify level of academic achievement and cultural awareness, and need for further orientation.	Title III $5,000 Planning time, materials, supplies

STRATEGY 2.5: Meet all Title III parent involvement requirements.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
2.5.1 ELAC will continue to receive training.	Principal EL Specialist SSC Secretary	• EL Master Plan will be revised in cooperation with district office.	
2.5.2. Develop and implement a plan to increase all EL parents' understanding of CELDT, reclassification, high school graduation, A-G requirements and other areas identified as critical to student achievement.	EL Specialist Parent Involvement Coordinator ELD Liaison	• Continue program to teach parents about the education system. • Parent workshops on a variety of programs • Contract with a parent involvement program to address the areas of concern. • Provide parents opportunities to learn about colleges/universities and how to get their student into post-secondary education. • Attend CABE with parents. • Provide cultural orientation class to parents new to the U.S. • Parent Needs Assessment survey will be re-administered September 2017. • Meet all FPM parent notification compliance requirements; see the EL Master Plan. • Investigate the feasibility of a Parent Institute – dates, times, locations, etc.	Title III $5,000 Allocated CABE Title I/Title III $5,000

Highly Qualified Teachers

LEA GOAL: Performance Goal 3: ***By 2017-18, all students will be taught by highly qualified teachers.***

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1b: Students will be taught by Highly qualified teachers
WASC VC Report March 2016:

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Constructing Meaning: 100% of teachers will be certified in Constructing Meaning.
SCHOOL GOAL Constructing Meaning: By August of 2017, 100% of teachers will have their Content and Language Goals posted in their room.
SCHOOL GOAL Constructing Meaning: By August of 2017, teachers will increase their implementation of CM reading, oral language, and writing strategies.
SCHOOL GOAL Constructing Meaning: By June of 2018, 100% teachers will participate in walkthroughs to collect observational data on CM strategies being implemented.

SCHOOL GOALS: Professional Learning Communities: 100% of teachers will belong to, and operate in, an effective Professional Learning Community in order to analyze student data on common formative and summative assessments to inform their teaching practices and improve student learning. The effectiveness of the Professional Learning Communities (PLCs) will be based on the analysis of student achievement data and the sharing of best teaching practices to increase student learning.
SCHOOL GOALS: Professional Learning Communities: By October, 2017, 100% of teachers will have received training in the area of Professional Learning Communities and data analysis, PLC leads will be chosen and trained.
SCHOOL GOALS: Professional Learning Communities: By August, 2017, a comprehensive calendar of PLC meeting dates and members will be established and widely communicated.

SCHOOL GOALS: Professional Learning Communities: By Fall 2017, GHS PLC leads will have been selected and work in collaboration with the administration to create common PLC protocols, forms and reporting procedures.
SCHOOL GOALS: Professional Learning Communities: By Fall 2017, members of PLCs will have been trained on the common PLC protocols, forms and reporting procedures.
SCHOOL GOALS: Professional Learning Communities: Throughout 2017-18 School Year, administration will participate in the PLC teams by way of walkthroughs to provide input and guidance where needed. Administration will provide regular feedback on the attendance/note-taking forms and return them to the PLC teams regarding process and progress.

What data did you use to form this goal?	**Greenfield High School hires highly qualified teachers.**	**How will the school evaluate the progress of this goal?**
2016 SARC Admin walk-through data from 2015-16 Progress advisor data from 2015-16 WASC Three-Year-Term Report March 2016 PLC Note-taking forms		Ongoing monitoring of CM implementation through walk-throughs, Progress Advisor data. Ongoing monitoring of the use of PLC time through sign in sheets indicating common formative assessments, common planning, next steps and evidence in the way of student work. Note-taking sheet and feedback. Data gathered and documented from focused walk-throughs.

STRATEGY 3.1 Provide training and ongoing support for school wide implementation of CM.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
3.1.1 Increase the school-wide implementation of Constructing Meaning.	Administration Instructional coach	• By August 2017, provide CM Training for new teachers and new administrators. • By August 2017, provide CM training for RSP IAs. • Per Collaboration Calendar, choose and implement three strategies (from each domain) for annual focus • Collect and analyze CM walk thru data and share monthly with staff. • By July 2017, purchase any necessary CM Materials for all classes. • Facilitate Learning Walks and debriefs with designated teams of teachers. • Provide CM training through EL Achieve for designated teachers and staff. • Provide substitutes for designated CM teams for peer observations.	Title I 1.0 Instructional Coach $50,000 Allocated $34.857.13 Expenditures LCAP CM training summer: $5000 Allocated Subs/extra time during school $5000 Allocated

STRATEGY 3.2: Provide training and support to ensure that all staff have the knowledge and skills to effectively use the Professional Learning Community release time.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
3.2.1 By September, 2017, improve the level of implementation of PLCs	Administration Instructional Coach Teachers	• Provide additional training to staff in the skills needed to effectively participate in a PLC, including but not limited to the creation and enforcement of norms, the development of formative assessments, how to analyze and respond to the results of these assessments. • Identify PLC leads, agree on and outline protocols and duties. • By August 2017, create a monthly calendar for PLC Lead meetings and Lead training. • Update and distribute the PLC calendar and protocol. • Review the composition of the PLC teams at the beginning of the year. • Administration will provide feedback on the attendance/note-taking forms and return the forms to the PLC leads for their next meeting. • Share PLC feedback, PLC trends, and level of implementation with the whole staff at minimum once per month.	Title 1: PLC training/materials $1,000 Allocated

Safe, Drug-free, Conducive to Learning Environment

LEA GOAL: Performance Goal 4: ***All students will be educated in learning environments that are safe, drug-free, and conducive to learning.***

LCAP Priority #1c: Add programs to motivate more students to go to University
LCAP Priority: #3a: Increase parent engagement in the learning process
LCAP Priority: #3b: Increase student attendance
LCAP Priority: #1i: Security on high school campus

WASC VC Report March 2016:
Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #2: All limited-English proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading / language arts and mathematics.
Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.
Critical Area of Need #5: Continue to offer Professional Development for teachers.
School Goal: By May 2016, create a safe campus as measured by student participation, attendance and behavior statistics.
School Goal: By May 2016, increase student participation rates in extra-curricular activities, i.e. clubs and athletics.

What data did you use to form this goal?

California Healthy Kids Survey 2015-16 (CHKS)
SARC January 2015
Facility survey April 2014
Williams Settlement Report October 2014
Suspension, expulsion and attendance rates
Aeries database

What were the findings from the analysis of this data?

Discipline Data

- Suspensions

GHS Suspensions	2013-14	2014-15	2015-16
	93	158	157

Most Common Reasons for Suspension	2013-14	2014-15	2015-16
Fighting	6	31	45
Disruption of Activities	1	5	41
Defiance Disruptive Behavior	18	19	12
Disruptive Behavior	18	19	12
Possession of Drugs	9	4	3

- Expulsions

GHS Expulsions	2013-14	2014-15	2015-16
	0	2	0

Greenfield High School utilized alternative options to suspension starting in 2013-14, including parent supervision in school, contracting, conflict-resolution, alternative programming, referrals to counseling and/or behavioral therapy, and conferences. Additionally, students may have adjusted to campus rules, policies, and new administration. Administration is consistent in rule enforcement. This could be why the data shows fewer suspensions, expulsions and office referrals.
The administration of GHS is implementing PBIS over the next few years and are currently working to establish a pyramid of interventions that start with classroom interventions, build to administrative and counseling interventions, and culminate with district-level interventions. The SMCJUHSD utilized alternative options to expulsion, such as transfers to Alt Ed programs; continuation school or independent study.

Attendance data

- Enrollment

Month	11/12	12/13	13/14	14/15	15/16
1	882	880	929	944	1052
2	862	900	937	935	1025

How will the school evaluate the progress of this goal?

*Student suspension rates**
Student expulsion rates
Student attendance rates
Club rosters.
Athletic team rosters.
CHKS 2015-16 Survey

**Rates by student subgroup: Low SES, EL, Foster Child, Students with Disabilities*

3	866	910	938	923	1022
4	853	895	932	918	1015
5	852	889	913	911	1018
6	867	887	924	924	1017
7	863	883	928	920	1013
8	859	873	928	915	1012
9	854	877	924	911	1011
10	844	856	926	907	1010
11					
Average	860.2	885	927.9	920.8	1019.5

- Attendance Rates

Month	11/12	12/13	13/14	14/15	15/16
1	95.51	96.17	96.28	96.52	96.52
2	95.70	95.54	96.77	95.73	95.86
3	95.85	92.63	94.99	95.48	95.63
4	95.41	93.4	94.9	94.21	94.82
5	94.72	94.99	93.45	95.60	95.91
6	94.42	94.63	93.76	94.90	95.24
7	95.36	94.51	93.78	93.39	95.18
8	94.69	95.19	93.98	94.98	94.15
9	94.18	89.52	93.18	93.50	93.31
10	95.13	89.89	92.00	93.30	94.12
11					
Average	95.10	93.65	94.31	94.76	95.07

Student enrollment continues to steadily increase and will continue to do so for the next several years.

The attendance rate has also increased steadily for the last several years.

Overall facility rating is "good," per Williams Settlement report.

The main findings of the 2012-13 CHKS pertaining to school environment by participants from gr. 9 and 11 were, on a scale of high, moderate and low:

- The majority of students indicated a moderate level of caring adult relationships
- The majority of students indicated a moderate level of high expectations

	• The majority of students indicated low opportunities for meaningful participation • Just over 50% felt connected to the school The results were consistent throughout subgroups. Attendance, tardies, consequences and incentives to improve those areas have been implemented and will continue through the 2017-18 school year. Attendance/truancy meetings are held as necessary with the Assistant Principal, students, and parents to address excessive absences and tardiness. Students are referred to Saturday School, After-School Detention, and possibly the County District Attorney based on the results of these meetings.	

STRATEGY 4.1: Continue to implement Link Crew.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.1.1 Continue to implement Link Crew. 4.1.2 January 2018 evaluate effectiveness of overall program.	Link Crew Advisers Admin Students	• Create and administer Link Crew Surveys to Link Crew Freshmen and Link Crew Leaders by January 2018 that analyzes the extent to which the implementation of Link Crew contributed to increased attendance and improved grades. • Develop a plan to improve Link Crew by August 2016, maintaining the scheduling of two sections of Link Crew into the master schedule.	Title I $15,000 Salaries, materials, supplies, conferences

STRATEGY 4.2: Continue to hold Club Rush and Electives Fairs.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.2.1 By September 2016 hold Club Rush 4.2.2 By February 2017 hold Electives Fair	Admin Club Advisers Students Electives Teachers Students	• Hold Club Rush in September 2017, this event will be planned through the ASB Leadership class and approved/advised by the ASB Director and school administration. The intent of Club Rush is to provide opportunities to join a variety of different clubs and to create new clubs, in order to build a culture of belonging and promote school connections to student interests. • During second semester, hold the electives fair in the student union during the day for current students and during the evening during 8th Grade Information Night and 8th Grade Registration Night.	

STRATEGY 4.3: Staff and Administration will implement a "pyramid of interventions" to improve student behaviors and reduce referrals, suspensions, and expulsions.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.3.1 By September 2016, develop a school-wide discipline agreement.	Admin Teachers Counselors Classified Staff	• By December 2017, teachers will develop a school-wide classroom management plan that addresses differing levels of intervention and support for students. • Throughout the year, administration will assist teachers in the development and monitoring of these plans, providing feedback on effectiveness and possible modification to these plans.	Title I $10,000 Allocated (2014-15 Budget)

STRATEGY 4.4: Staff and Administration will decrease the number of truant students. Students must be present to learn and be successful in school, to that end, we will work to reduce the number of students who are truant.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.3.1 By September 2017, develop a school-wide truancy abatement plan.	Admin Teachers Counselors Classified Staff	• By August 2017, teachers will develop a school-wide truancy abatement plan that clearly defines definitions and consequences for truant students. This plan may include incentives for positive attendance outcomes. • Throughout the year, administration will monitor the plan, providing feedback on effectiveness and possible modifications to the plan.	Title I $10,000 Allocated (2014-15 Budget)

Graduation from High School

LEA GOAL: Performance Goal 5: ***All students will graduate from high school.***

LCAP Priority #1c: Add programs to motivate more students to go to University
LCAP Priority #1c: Add programs to motivate more students to go to University
LCAP Priority: #2a: Increase student achievement
LCAP Priority: #3a: Increase parent engagement in the learning process
LCAP Priority: #3b: Increase student attendance

WASC VC Report March 2016:
Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.

SCHOOL GOAL: By May 2017 the total school graduation rate will increase to 90% and the EL subgroup graduation rate will increase to 80%.

What data did you use to form this goal?

SARC January 2014
WASC Report March 2016
Graduation Rates from CDE
Attendance rates
Master Schedule
PLTW End-of-Course Exams

What were the findings from the analysis of this data?

Greenfield High School's graduation rate has steadily increased from 82.5% in 2009 to 93% in 2016. The state of California's rate was 80.2% in 2012-13. A difference of 13% is noted between the graduation rate of GHS overall and the graduation rate of the EL subgroup. The EL cohort subgroup graduation rate dropped 3% from 2012 to 2013. The drop-out rate between GHS students overall and the EL subgroup is approximately a 7% difference.

Year	GHS Graduation Rate	EL Cohort Graduation Rate	GHS Drop-out Rate	EL Cohort Drop-out Rate
2011 - 12	83.4%	74.7 %	13.7%	21.5%
2012 - 13	85%	71.8 %	11.6%	21.8%
2013 - 14	85%	71%	9%	17.5%
2014 - 15	85%	71%	9.8%	20.7%
2015 - 16	93%	89%	5.6%	7.3%

3% of the students completed a CTE program and earned a high school diploma.
In 2011-12, 30.1% of the graduates had completed courses required for UC/CSU admission
In 2012-13, 63.1% of the students were enrolled in courses required for UC/CSU admission.

Advanced Placement tests for 2015:

Subject	**Score 3+**		**Total number of tests**	
	2015	2016	2015	2016
English Language	2	7	31	44
English Literature	3	8	26	23
Human Geography	1	1	6	27
Microeconomics	0	0	13	1
US Government	0	0	6	1

How will the school evaluate the progress of this goal?

*School attendance rates**
*Absenteeism rates**
*High school dropout rates**
*High school graduation rates**
*Share of students that are career/college ready**
*Share of students that pass Advanced Placement exams with a 3 or higher**
*Share of students determined prepared for college by the Early Assessment Program**
*A-G completion rate**

**Rates by student subgroup: Low SES, EL, Foster Youth, Students with Disabilities*

US History	0	1	7	28
Psychology	0	0	0	1
Calculus AB	0	0	12	6
Biology	4	5	23	24
Environmental Science	0	2	0	8
French Language	0	0	2	1
Spanish Language	26	26	29	28
Spanish Literature	0	3	0	7

SBAC Scores:	2014-15	2015-16
Percentage English proficient	33%	57%
Percentage Math proficient	6%	7%

STRATEGY 5.1: Insure that all students have a graduation plan.

5.1.1. By the end of Quarter 1 all 9th and 10th graders will meet with the counselor to review their 4 year plans.	Counseling Gear Up Ed Talent Search	• Create a 4 yr. plan for every freshman during registration, which includes a list of the courses needed to graduate. By the end of the third quarter, review the four year plans for freshmen and sophomores.	Title I Software $3,500 Allocated
5.1.2 By the end of Quarter 2 all juniors will have had their 4 year plans reviewed and revised as necessary	Student Support Services	• Review/create a 4 yr. plan for every student by the end of the second quarter which includes the list of courses needed to graduate. • Conduct individual classroom presentations and individual meetings with students • Implement Naviance program beginning with 9th grade.	Title 1 Conference $750 Allocated
5.1.3 By close of quarter 1, all seniors will have had their 4 year plans reviewed		• Review seniors' 4-yr. plans during their registration while in 11th grade. Review 4 year plans in August of their senior year.	
5.1.4 By August 2017 provide a planner to every student.	Teachers Admin Student Support Services	• Create a plan to monitor and evaluate the use of the student planners. • Calendar a presentation to the SSC at the end of each semester with evidence of the success of the planners.	Title I $4,000

STRATEGY 5.2 Insure that every student at risk of not meeting the graduation requirements is enrolled in a support class or extended learning day opportunity.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.2.1. By July 2017, implement a comprehensive plan for students who need credit recovery.	IT Dept. Admin. Student Support Services	• Based on the results of the 2016-17 credit recovery opportunities, develop a plan for credit recovery for students in grades 9 – 12 with goals, target students, recruitment procedures, and curriculum. The plan will specify who will contact students, who will collect data, who will set performance goals with students, how often data will be collected (quarterly at minimum), how progress will be shared with parents, and how often data will be shared with staff. • Schedule a presentation to SSC by September 2017 of the results of the 2016-17 credit recovery opportunities including OdysseyWare credit recovery during the school day, after school and Saturdays..	$4,800 Gear Up to assist with summer 2015 Credit Recovery interventions Title 1 $14,000 salaries

STRATEGY 5.3 Increase the number of student graduating college and career ready.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.3.1. By October 2017, develop a plan to implement in-class interventions to increase A-G completion rate.	Admin Student support services teachers	• Evaluate current interventions and determine professional development needed to support teachers through implementation process. • Add academic peer tutor sections in classrooms to the master schedule, peer tutors qualify through application process with established criteria. • Continue GEAR-Up college tutors in classrooms • Explore additional EL student support personnel to augment student support services.	
5.3.2. By October 2017 develop a plan to increase the number of students earing a score of 3 or higher on AP exams.	Teachers Admin District personnel Instructional Coach	• By August 2017, ensure all teachers assigned to teach an AP course have attended an AP Institute for that course. • Continue to provide an Honors/AP Night for parents and students to review coursework, summer assignments, and importance of exams. • Continue to provide Gear Up tutoring over the summer and throughout 2017-18 school year. • By March 2017, plan and implement an AP Marathon where students spend a Saturday taking two full AP exams. • By September 2016, implement an AP PLC that meets at least quarterly to share student data, discuss best practices, and plan AP Marathon.	LCAP Training Costs
5.3.3. Increase the career and technical education course offerings.	Admin District personnel Teachers	• Expand Project Lead the Way engineering courses by adding computer science. • Investigate the possibility of offering MTROP courses in Fire Tech./Police Tech./ Dental Assisting – including viability of transportation to Salinas ROP Center.	

STRATEGY 5.4 Continue to implement a plan for the school wide focus on academics and higher education.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.4.1. By September 2017 develop a calendar for the school wide focus on academics and higher education.	Gear-Up Ed Talent Search Admin Link Crew Leadership FFA Student Support Services	• Continue to hold monthly meeting to collaborate with all the groups focused on academic achievement and higher education including Migrant Education, GEAR Up, ETS/Trio, and Link Crew to create a year-long calendar with events. • The events calendar will be disseminated via the school website and will be accessible to the public. • The effectiveness of these events will be evaluated by sign-in sheets and surveys.	Title 1 20,000 materials and supplies

STRATEGY 5.5: Coordinate parent involvement activities.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.5.1. By September, 2017, create a plan for the coordination of all parent involvement activities.	Admin Parent Involvement Coordinator EL Specialist Migrant Education SRO Counselor Gear Up PIQE Ed Talent Search Parents	• Continue working with GEAR Up Community Liaison and Hartnell College to provide resources to parents. • Continue Parent Information Nights and Workshops on such topics as Title 1, Healthy Students, Community Resources, Common Core, Gangs, Drugs and Violence, College-Going Culture and FAFSA completion. • By September 2017, provide technology for parent access to Aeries to monitor their student's grades, attendance and behavior; and, continue to provide parent computer kiosk. • Provide translation of documents from English to Spanish for Spanish-speaking parents. • Continue to communicate with parents via personal phone calls, all-calls / auto-dialer, emails, flyers, text messages, and school website. • Implement Project 2 Inspire and Parent Project.	Title I $3,000 child care, materials, presenters, supplies EIA $3,000 translations, Project 2 Inspire/Parent Project child care

STRATEGY 5.6: Maintain a functioning School Site Council and ELAC as a tool for shared staff-parent decision making.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

5.6.1. By September, 2017, continue to maintain a functioning SSC.	Principal SSC Chair & Secretary Parent Involvement Coordinator EL Specialist	• Continue to implement a process of forming/maintaining a strong SSC and ELAC. • Hold staff, parent, and student elections as necessary. • Provide required training. • Maintain ELAC responsibilities through end of two-year term. • Develop a calendar of 2016-17 meetings with draft topics which will enable the SSC and ELAC to perform all of its responsibilities including monitoring the implementation of the SPSA and the WASC Three-Year Action Plan.	Materials for parent events and SSC meetings Title 1 $500

STRATEGY 5.7: Implement a process for the referral of student to a Student Study Team.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.7.1 Train teachers in classroom interventions to be implemented prior to a referral to the Student Study Team (SST). 5.7.2 Train teachers in the SST process.	Teacher Support Services Admin	• By August 2017, train teachers on classroom behavior interventions and SST process.	Title 1/Salary, conference(s), materials and supplies/$25,000

Special Education

LEA GOAL: ***All students will reach high standards, at a minimum, meeting or exceeding standards, by 2017-18.***

LCAP Priority: #1d: More professional development with accountability
LCAP Priority: #2a: Increase student achievement
LCAP Priority: #3a: Increase parent engagement in the student learning process

WASC VC Report March 2016:

Critical Area of Need #1: Continue to focus on improving English and math proficiency levels on multiple academic measures.
Critical Area of Need #3: Continue to build College Pathways.
Critical Area of Need #4: Continue to build Career Pathways.
Critical Area of Need #5: Continue to offer Professional Development for teachers.

SCHOOL GOAL Special Education: By May 2017, 100% of the Special Education staff will be trained on CCSS implementation, and will support instruction in CCSS for their students as is appropriate at each level of Special Education.

What data did you use to form this goal?	What were the findings from the analysis of this data?	
SARC January 2015 Facility survey April 2014 Williams Settlement Report October 2014 Suspension, expulsion and attendance rates	• 31% of students with disabilities scored at "Standard Nearly Met" on the SBAC ELA for 2015. 69% of students with disabilities scored at "Standard Not Met" on the SBAC ELA for 2015.	

Aeries database	• 100% of students with disabilities scored at "Standard Not Met" on the SBAC Math for 2015. • The 2016 SBAC results did not show scores for Special Education students as the number of students was not large enough to register as a subgroup	

STRATEGY 6.1: Implement a process for Special Education students to recover credits.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
6.1.1 The district will establish a method for Special Education students to recover credits.	Administration Special Education Department Instructional Coach IT	• Purchase the materials, licenses, and software/hardware for the implementation of the Credit Recovery program. • Complete reports each semester on program results, i.e. credits earned, for the SSC and/or the Board of Trustees.	Title I Release time / Subs $1,000 Allocated

STRATEGY 6.2: Increase all teachers' understanding of Special Education student performance on assessments and classroom assignments.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
6.2.1 All PLC's will include an overview of SpEd student subgroup data in their analyses of CFA Performance.	Administration Special Education Department Instructional Coach IT	• Teachers will receive training in the district-adopted data management system. • Special Education teachers will receive training in core subject areas, Common Core State Standards, and Co-Teaching/Collaboration Techniques.	Title I Release time / Subs $10,000 Allocated

STRATEGY 6.3: Increase all Special Education teachers' awareness of CCSS/ELD Frameworks.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

6.3.1 All diploma-track students will receive CCSS instruction		• Students who are indicated to earn a diploma will be placed in General Education (Gen. Ed.) classes and meet the same CCSS as all other students earning a diploma. • All SpEd RSP teachers will collaborate with Gen. Ed. teachers to provide clarification of accommodations/modifications for their students, and to provide support to SpEd Students in the general education setting.	Title I Release time / Subs $1,000 Allocated

Form B: Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in Form B must be aligned with the Consolidated Application.

Title I SES
Title III EL Specialist
Title I Instructional Coach

Actions to be Taken to Reach This Goal[1] Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing, and Professional Development)	Start Date[2] Completion Date	Proposed Expenditures	Estimated Cost	Funding Source (itemize for each source)

Actions to be Taken to Reach This Goal[3] Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing, and Professional Development)	Start Date[4] Completion Date	Proposed Expenditures	Estimated Cost	Funding Source (itemize for each source)
1. Provide GHS with a second full time ELD Liaison to insure that every EL is served as described in the EL Master Plan and to provide ongoing training and support teachers of EL students.	Aug. – May 2017	Hire ELD Liaison	$25,000	Title III $24,536.16
2. Provide annual TOT to EL Specialist	June 2017	MCOE TOT ELPAC registration	$50.00	Title III: $50.00

Note: Centralized services may include the following direct services:

- Research-based instructional strategies, curriculum development, school climate, and data disaggregation for instructional staff
- District-wide staff providing specific services to schools, e.g., English Language Development Coordinator, Teachers on Special Assignment, Instructional Coaches
- After–School and Summer School programs funded by categorical programs
- Data analysis services, software, and training for assessment of student progress

Centralized services do not include administrative costs.

Please duplicate this form as necessary.

---

[1] See Appendix A: Chart of Legal Specifics for the Single Plan for Student Achievement for content required by each program or funding source supporting this goal.

[2] List the date an action will be taken, or will begin, and the date it will be completed.

[3] See Appendix A: Chart of Legal Specifics for the Single Plan for Student Achievement for content required by each program or funding source supporting this goal.

[4] List the date an action will be taken, or will begin, and the date it will be completed.

Form C: Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. The totals on these pages should match the cost estimates in Form A and the school's allocation from the ConApp.

Note: for many of the funding sources listed below, school districts may be exercising Categorical Program Provisions options (flexibility), which are described at:
http://www.cde.ca.gov/fg/aa/co/ca12sguiappcatprog.asp

State Programs		Allocation
☒	**Career Technical Education Incentive Grant (CTE-IG)** Purpose: These allocations are a part of the state's Vocational Education Basic Grant Award from the U.S. Department of Education under the Carl D. Perkins Career and Technical Education Improvement Act of 2006.	$
☒	**Agriculture Incentive Grant (AIG)** Purpose: Help promote and support Agriculture education programs.	$12,104
☒	**Carl Perkins Grant** Purpose: These allocations are a part of the state's Vocational Education Basic Grant Award from the U.S. Department of Education under the Carl D. Perkins Career and Technical Education Improvement Act of 2006.	$46,453
☐	**Peer Assistance and Review** Purpose: Assist teachers through coaching and mentoring	$
☐	**Professional Development Block Grant** Purpose: Attract, train, and retain classroom personnel to improve student performance in core curriculum areas	$
☐	**Pupil Retention Block Grant** Purpose: Prevent students from dropping out of school	$
☐	**Quality Education Investment Act (QEIA)** Purpose: Funds are available for use in performing various specified measures to improve academic instruction and pupil academic achievement	$
☐	**School and Library Improvement Program Block Grant** Purpose: Improve library and other school programs	$
☐	**School Safety and Violence Prevention Act** Purpose: Increase school safety	$
☐	**Tobacco-Use Prevention Education** Purpose: Eliminate tobacco use among students	$
☒	**List and Describe Other State or Local Funds** (e.g., CA State Lottery Funds – Restricted and Unrestricted)	$186,927
	Total amount of state categorical funds allocated to this school	$245,484

Federal Programs			Allocation
☒	**Title I, Part A: Allocation** Purpose: To improve basic programs operated by local educational agencies (LEAs) Includes $32,580 SES allocation of 20% of Title 1 allocation (required reservation based on PI status. Available Title I allocation for SES: $35,580		$289,439
☒	**Title I, Part A: Parental Involvement** (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	$2,894	
☒	**For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development** (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	$28,943	
☐	**Title II, Part A: Improving Teacher Quality** Purpose: Improve and increase the number of highly qualified teachers and principals		$
☒	**Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students** Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards		$ 32,248
☐	**Title VI, Part B: Rural Education Achievement Program** Purpose: Provide flexibility in the use of ESEA funds to eligible LEAs		$
☐	**For School Improvement Schools only: School Improvement Grant (SIG)** Purpose: to address the needs of schools in improvement, corrective action, and restructuring to improve student achievement		$
☐	**Other federal funds** (Title III, IMM)		$3,373
☐	**Other federal funds** (list and describe)		$
☐	**Other federal funds** (list and describe)		$
	Total amount of federal categorical funds allocated to this school		$325,060
	Total amount of state and federal categorical funds allocated to this school		$570,544

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.[5] The current make-up of the SSC is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Francis M. Lynch	☒	☐	☐	☐	☐
Daniel Sanchez, Chairperson	☐	☒	☐	☐	☐
Norma Barron, Vice-chairperson	☐	☒	☐	☐	☐
Bernie Barge	☐	☒	☐	☐	☐
Silviana Sanchez, Secretary	☐	☐	☒	☐	☐
Lidia Rodriguez	☐	☐	☒	☐	☐
Veronica Hernandez	☐	☐	☐	☒	☐
Margarita Fonseca	☐	☐	☐	☒	☐
Silvia Contreras	☐	☐	☐	☒	☐
Maribel Rojas (Alternate)	☐	☐	☐	☒	☐
Daniela Cervantes	☐	☐	☐	☐	☒
Anderson Dang	☐	☐	☐	☐	☒
Apolinar De Jesus	☐	☐	☐	☐	☒
Sandra Gasca Garcia (Alternate)	☐	☐	☐	☐	☒
Numbers of members in each category	1	3	2	4	4

[5] *EC* Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

☐ State Compensatory Education Advisory Committee _____ Signature

☒ English Learner Advisory Committee _____ Signature

☒ Special Education Advisory Committee _____ Signature

☐ Gifted and Talented Education Advisory Committee _____ Signature

☐ District/School Liaison Team for schools in Program Improvement _____ Signature

☐ Compensatory Education Advisory Committee _____ Signature

☒ Departmental Advisory Committee (secondary) _____ Signature

☐ Other committees established by the school or district (list) _____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on: May 15, 2017.

Attested:

Francis M. Lynch
Typed name of School Principal

Signature of School Principal

5/15/2017
Date

Daniel Sanchez
Typed name of SSC Chairperson

Signature of SSC Chairperson

5/15/2017
Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of King City High School Site Plan for Student Achievement

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

X 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 Single Plan for Student Achievement is a requirement that each school develop goals, objectives and a plan to use categorical funds for student improvement. This plan is based on achievement data and written with input from staff and the School Site Council.

Recommendation:
It is recommended that the Board of Education approve the King City High School Single Plan for Student Achievement.

Fiscal Impact:
This is required to approve expenditures of State and Federal program funds.

Submitted By:
Diana M. Jiménez
Director of Educational Services

Approved:
Daniel R. Moirao, Ed.D.
Superintendent

2017-18 Single Plan for Student Achievement

King City High School

Part II: The Single Plan for Student Achievement Template

School: King City High School

District: South Monterey County Joint Union High School District

County-District School (CDS) Code: 27-66068

Principal: Janet Sanchez-Matos

Date of this revision: May 1, 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Janet Sanchez-Matos
Position:	Principal
Telephone Number:	831-385-0606
Address:	720 Broadway St King City CA 93930
E-mail Address:	jmatos@smcjuhsd.org

The District Governing Board approved this revision of the SPSA on TBA___.

DEPARTMENT OF EDUCATION
STATE OF CALIFORNIA

Table of Contents

Planned Improvements in Student Performance

Centralized Services for Planned Improvements in Student Performance

Form C: Programs Included in This Plan

Form D: School Site Council Membership

Form E: Recommendations and Assurances

Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

All LCAP 2014-17 goals and performance measures are in italics:

English Language Arts (ELA)

LEA GOAL: Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in ELA by 2017-18 as measured by SBAC Interim Assessment results and local benchmarks.

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.

SCHOOL GOAL ELA1A: By May 2017 60% (an increase of 1%, from 59% in 2016) of the 11th graders will achieve exceeds or meets standards as measured by the ELA SBAC exam.
SCHOOL GOAL ELA1A.2: By May 2017 23% (an increase of 2% from 21% in 2016) of the 11th graders will receive a "ready for college" designation on the EAP on SBAC exams.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
2016 EAP Data Student performance on local performance task benchmarks Illuminate data CFAs and benchmarks in all ELA Classes SARC January 2017 Analysis of 2016-17 SPSA WASC Three-Year-Term Report October 2016 ELA local benchmarks scores	As measured by the ELA SBAC from 2016 the percent of students scoring exceeds or meets standards was 59%, a percentage point above the state. • 56% of the Latino students • 54% of the low SES • 10% of the ELs • 14% of the students with disabilities	*LCAP: Performance on standardized tests** • *60% of 11th graders who exceed or meet standards on the SBAC ELA exam in March of 2017.*

STRATEGY 1A.1: During the 2017-18 school year, KCHS will continue to modify pacing guides, benchmarks and common formative assessments to meet the needs of students. The pacing guides and results of the benchmark and common formative assessments will be the focus of PLC work.

STRATEGY 1A.1.b: During 2017-18 KCHS will utilize the interim assessment blocks from SBAC to build common formative assessments that will be the focus of PLC work.

STRATEGY 1A.1.c: During 2017-18 KCHS will continue to utilize the interim assessment blocks from SBAC to build common formative assessments that will be the focus of PLC work, and continue to modify pacing guides as necessary to focus on increasing the effectiveness of the curriculum.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1A.1. By June of 2017 pacing guides and PBA-type writing benchmarks will be modified as needed to align with the ELA CCSS for ELA grades 9 and 12. By September of 2017 1st quarter PBA writing benchmarks will be delivered and assessed for all grade levels with the ELA CCSS for ELA grade 11. By August 2017, all ELA teachers will be trained in the Interim assessment blocks and use them for common formative assessments with their students.	Site Administration Department Chair Instructional Coach PLC members ELA teachers	1. ELA teachers will revisit the established pacing guides and benchmarks to make modifications for the 2017-18 school year. o Continue to review results of 2016-2017 local assessments, CELDT, and SBAC interim assessments to revise pacing guides as necessary. o Continue to hold ELA Department Release Days in order to develop and analyze PBA-type writing benchmarks. o Create and follow an annual-ELA Department Release Day calendar for calibrating and scoring benchmarks. o Before August 2017, teachers will participate in a ELA CCSS review. o Before August 2017, train any new ELA teachers in the pacing guides and delivery of the benchmarks. 2. ELA teachers will be trained in accessing the interim assessment blocks and formative assessments housed in SBAC.	Title I Release Days / Subs $4,000 Allocated PD Summer days at teacher's hourly (8 teachers @ 246 each x 4 days) = $7,872 Title I Release Days/Subs $1,000 Allocated 8 Release Days/allocation for subs for calibration and revision of pacing

Ongoing for 2017-18 school year, teachers will analyze the results of the interim assessments within PLCS.	ELA teachers	3. ELA teachers will be trained in the use of the SBAC Digital Library and how to read and use the interim assessment student data reports for focus in the PLC. 4. ELA teachers within their PLCs will utilize the IABs for formative assessment and instructional decisions. 5. ELA teachers will provide feedback to their students about their individual benchmark scores after each benchmark.	

STRATEGY 1A.2: During 2017-18 all 9th grade students scoring below 800 on the SRI Lexile reading inventory will be placed in READ 180, the ELA intervention program, as the intensive intervention with the goal to improve by a minimum of 100 Lexile points.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1A.2.a By May 2017, identify potential ELA intensive intervention students for placement in summer intervention program, READ 180 (select and train teachers for summer school).	Site Administration Department Chair Instructional Coach Trained Read 180 Instructor(s).	1. Use SRI Reading results to create a list of students who are potential candidates for ELA intervention program; enroll them in summer intervention READ 180. 2. Order any additional Intervention program instructional materials. 3. Provide teacher training for summer school instructors and 2017-18 academic year. 4. Assist the READ 180 teacher in creating weekly reports which will summarize the results of the summer program and present results to SSC by September 30, 2017.	$13,000 (see Scholastic READ 180 quote)
1A.3.2 Implement a summer program for entering 9th grade (Read 180).	Principal GEAR Up	1. By May 30, 2017, create a written document of all the summer programs which: • clarifies the purpose, goals, placement procedures, • identifies the needed professional development, other instructional support, and materials,	$40,878 Title 1 (10 teachers at hourly 45.50 x 4.5: 204.39

		• Describes how the success of each summer program will be evaluated quantitatively and qualitatively. If possible, use the same evaluation template that all other extended learning day programs are using. 2. Schedule the summer program staff to present its report on the summer school program to SSC by September 30, 2017.	hours per 20 days: 4087.80 per teacher)
1A.2.b Schedule READ 180 into the master planning, retest students to determine roster. Select teacher and determine room placement.	Administration Counselor	1. Schedule READ 180 classes on the 2017-18 master schedule. 2. Prepare a classroom/lab with updated materials and technology.	4 periods of FTE (staff placement 10,000-70,000)
1A.2.c.On a trimester basis analyze the progress of incoming 9th grade students enrolled in Saturday ELA READ 180 2017-18 assessment program.	READ 180 teacher GEAR UP Parent liaison ELD liaison Librarian tech	1. Establish a calendar for end of the quarter reports to the SSC on the progress of students enrolled in the Saturday READ 180 classes. 2. Work with GEAR UP to provide individual score reports to students and their guardians after Saturday testing.	3 days @ 4 hours 2 classified OT=1,000
1A.2.d Offer four Saturday READ 180 readiness to incoming class of 2018-19	READ 180 teacher Parent liaison ELD liaison Librarian tech	3. Establish a calendar for end of the four Saturdays offered to students enrolled in the Saturday READ 180 classes. 4. Work with feeder schools to provide individual score reports to students and their guardians after Saturday testing.	4 Saturdays at hourly= 1,000

STRATEGY 1A.3: During 2017-18, all grade level students who have not passed or are in danger of passing the ELA SBAC, and/or are in need of tutoring will attend an extended learning day opportunity.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1.A.3.a By the end of quarter one enroll target students in extended learning opportunities: • Tutoring before/after school, on Saturdays, and during summer • Monitor attendance of SES • SBAC prep. 1.A.3.b Saturday session offered during the school year. 1.A.3.c Embed an SBAC English support block into a 10th grade ELD ¾ course to target EL students proactively.	Administration Student Support Services	1. The SBAC tutoring is an extended learning opportunity (beyond the school day). Coordinate the SBAC tutoring with all extended learning day services through the creation of documents which identify the purpose, the eligible students, delivery system, schedule, and delineate the plan for program monitoring. 2. Use the same system for monthly monitoring of student attendance as in other extended learning day opportunities. 3. Use the same evaluation template used by every extended learning day teacher/provider which includes attendance and data-based results to evaluate program effectiveness. 4. Before the tutorial starts, SBAC prep teachers will analyze subgroup performance on the ELA SBAC by target and claim and create a pacing guide to insure that students are receive remediation in the highest areas of need. 5. Purchase necessary materials and technology. 6. Contact the parents of the target students, making sure they understand the purpose, schedule, and contact information. 7. Establish a calendar for end of the semester reports to the SSC on the progress of students enrolled in all extended learning opportunities including SBAC tutoring and SES.	Title I ELA SBAC teacher (1-2 periods) $5,000 Title I ELA tutorial teachers $5,000 Title I Hourly Salaries and Benefits $22,473

STRATEGY 1A.4: During 2017-18, all pre-Advanced Placement and Advanced Placement instructors will collaborate on a monthly basis (after school) in a specific PLC dedicated to vertical alignment of curriculum.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1A.4 By August 2017, pre-AP/AP PLCs will be implemented	Pre-AP and AP instructors	1. Between August 2017 and May 2018 instructors will meet on a monthly basis after school to collaborate and improve pre-AP and AP courses to create a more vertically aligned program..	4 teachers 2 hours per month at hourly $3,400

STRATEGY 1A.5: During 2017-18, the English department will utilize NEWSela and turnitin.com services as a supplement to reading and writing instruction in all ELA classrooms.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1A.5 By August 2017, ELA teachers will be trained in NEWSela reports and programs and implement the program in all ELA classes.	ELA teachers Instructional Coach	2. Before August 2017 all ELA teachers will participate in a summer workday to receive professional development in the program 3. Between August 2017 and May 2018 ELA instructors will measure student growth as determined by NEWSEla test scores.	$5,000 (NEWSela) $2,500 (Turnitin.com)

STRATEGY 1A.5: During 2017-18, the English department will provide enrichment opportunities to ELA students to connect curriculum to real world experiences.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1A.6 By August 2017, ELA teachers will request real world opportunities	ELA teachers	4. Before May 2018 all ELA teachers will request in writing funding for and permission to attend enrichment activities for ELA student to make	$4,000 for various field trip transportation

for students: including filed trips, the young writer's conference, the ELA/Arts showcase, et al. to supplement ELA classes.		connections between curriculum and real world opportunities. 5. Before March 2018, teachers will plan and prepare showcase and filed trip dates. 6. ELA teachers will plan and publish a book showcasing student work.	$500 for publishing $500 for showcase

Mathematics

LEA GOAL: Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better in Mathematics by 2017-18 as measured by SBAC Assessment results and local benchmarks.

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.

SCHOOL GOAL MATH 1B: By May 2017 25% (an increase of 4% from 21%) of the 11th graders will earn exceeds or meets standards as measured on the 2016 SBAC.

SCHOOL GOAL MATH 1B: By May 2017 6% (an increase of 3% from 3%) of the 11th graders will receive a "ready for college" designation on the EAP

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
2016 SBAC data by claim and overall 2016 EAP Math data 2016 math benchmarks and module assessments housed in Illuminate	As measured by the Math SBAC from 2016 the percent of students scoring exceeds or meets standards was 12%, a percentage point above the state. • 10% of the Latino students • A 3% increase to 15% from 12% of the low SES • An increase to 1% from 0% of the ELs • An increase to 1% from 0% of the students with disabilities	2017 SBAC data by claim and overall 2017 EAP Math data 2017 math benchmarks and module assessments

STRATEGY 1B.1: Develop and implement a plan for the continued implementation of Math I.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1B.1.1 By August 2017 continue the improvement and revision of Math 1	Site Administration Math Department Chair	1. The plan for Math I will include: · Continue the revision of the 9 common modules' assessments and benchmarks to be more aligned with the SBAC. · Math 1 will administer one Interim assessment by December 2017 · Continue to create an annual calendar for the administration and scoring of the common benchmark tasks. · Data from the common module assessments will be uploaded 3 days after administration of the exam. · Student results will be analyzed and reported within a week · Teachers will review the most frequently missed questions with students · Will complete Illuminate training for using reports or item bank by September 2017 · Continue to provide needed professional development and other support. (must apply to Math 1 content or modules) · A description of how and when the Math Visions Project modules will be duplicated and distributed. · Address the failure rate of Math 1 students by requiring the students' use of a notebook in conjunction with the instructor that will be kept organized and with a table of contents. The plan is to develop better organization and study habits with the students'. • Students will learn how to apply technology/graphing calculators to solve problems • Release days/paid on non-school days to view the interim assessments and create a databank of questions that mirror the interim questions.	Title I Release time / Subs $1,000 Notebooks for all students in Math 1 $1500 PD for Local and Statewide conferences and trainings (MCOE, CMC and others) $5000 District expense: math 1 modules

STRATEGY 1B.2 Develop and implement a plan for the implementation of Math II.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1B.2 By August of 2017 continue the improvement and revision of Math 2	Math Department Chair Counselor	· The plan for Math II will include: · Continue the revision of the 9 common modules' assessments. · Math 2 will administer one Interim assessment by December 2017 · Continue to create an annual calendar for the administration and scoring of the common benchmark tasks. · Data from the common module assessments will be uploaded 3 days after administration of the exam. · Student results will be analyzed and reported within a week · Teachers will review the most frequently missed questions with students · Will complete Illuminate training for using reports or item bank by September 2017 · Continue to provide needed professional development and other support. (must apply to Math 2 content or modules). A placement chart will be created by December 2017 to identify which students will continue to Math III and which will be enrolled in Common Core Review.	Title I Release time / Subs $1,000 Notebooks for all students in Math II $1500 PD for Local and Statewide conferences and trainings (MCOE, CMC and others) $5000 District expense: math 2 modules Class set of graphing calculators $13000

		Student will learn how to apply technology/graphing calculators to solve problems • Release days/paid non-school days to view the interim assessments and create a databank of questions that mirror the interim questions.	

STRATEGY 1B.3 Develop and implement a plan for the implementation of Math Readiness.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1B.2 By August 2017	Administration Math Department Chair	• The plan for Math Readiness will include: • Placement Test given to all incoming 8th graders at their site with set scores to help in placement • Print modules for Math Readiness from the San Dieguito website which correspond to the MVP modules we are currently using. • Develop common assessments • Promote good study habits - all students will be given a notebook that will be kept by the student and the teacher • Retake placement test given on a Saturday in late spring at the high school to allow students a chance to test back into Math 1 • All students will test again at the end of their freshmen year to gauge any growth that occurred	Title I Release Days / subs $1,000 District expense: math 1 modules Notebooks for all students in Math Readiness $1500 PD for Local and Statewide conferences and trainings (MCOE, CMC and others) $5000

STRATEGY 1B.4 Develop and implement a plan for the implementation of Math III AND Common Core Review.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1B.4 By August 2017 continue the improvement and revision of Math 3 and Common Core Math.	Administration Math Department Chair	· The plan for Math III and Common Core Review will include: · The pacing guide and module assessments with their administration and scoring dates · By August of 2017 Pacing guides will be implemented · Math 3 and Common Core Review class will administer one Interim assessment by December 2017 · Data from the common module assessments will be uploaded 3 days after administration of the exam. · Student results will be analyzed and reported within a week · Teachers will review the most frequently missed questions with students · Continue to provide needed professional development and other support. (must apply to Math 3 content or modules). Students will learn how to apply technology/graphing calculator to solve problems • Release days/paid non-school days to view the interim assessments and create a databank of questions that mirror the interim questions.	Title I MCOE Trainings /Subs $1,000 Notebooks for all students in Math 3 $1500 PD for Local and Statewide conferences and trainings (MCOE, CMC and others) $5000 District expense: math 3 modules

STRATEGY 1B.5 Develop and implement a plan for the 4th year college level Math classes.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1B.2 By August 2017	Administration Math Department Chair	• The plan for Statistics, Pre-Calculus and AP Calculus • Placement based on post high school career goals. • Turning Statistics to AP Statistics for the 2018-19 school year • Emphasize that those who scored "Conditional Ready" can qualify for exemption from Math Placement for all California colleges by receiving a "C" or better in any of these classes • Provide professional development and other support for these 4th year classes. • Continue the use and implementation of the graphing calculators/technology to solve higher level problems.	Title I Release Days / subs $1,000 Notebooks for all students $1500 PD for Local and Statewide conferences and trainings (MCOE, CMC and others) $5000

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority: #1g: Offer college and career pathway courses to prepare students for college and career
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.
SCHOOL GOAL Science:
SCHOOL GOALSCIENCE 1B: By May 2018 the Science Department will have at least one common assessment per semester for all core science courses.
SCHOOL GOALSCIENCE 1B.1SCHOOL GOAL SCIENCE 1.B.2 By May 2018 35% of PLTW students will score proficient on the End of Course exam.

SCHOOL GOAL SCIENCE 1.B.2 By May 2019 will decrease the number of 1s (1) and increase the passage rate from 60% on the AP Environmental Science end of Course exam.
SCHOOL GOAL SCIENCE 1.B.3 By May of 2018 continue to increase the AP course offerings in the Science dept.

What data did you use to form this goal?	**What were the findings from the analysis of this data?**	**How will the school evaluate the progress of this goal?**
Illuminate benchmark data PLTW EOC data AP exam data 16-17 CAASPP 11th grade Science pilot test	• 60% of AP Environmental science students passed the EOC • 35% of PLTW IED students will pass the EOC exam • 50% proficient or above on Science CST pilot	2015-16 AP Environmental Science EOC exam results 2016-2017 PLTW IED EOC results Share CST Science scores

Action/Date	**Person(s) Responsible**	**Task/Date**	**(Itemize for Each Source)**

1.C.1 By August 2017 continue the development of a comprehensive plan for the implementation of the Next Generation Science Standards by 2017-2018. 1.C.2 By August of 2017 offer the second year engineering PLTW 1.C.3 By February of 2018 explore the integration of a health course into the science department	Administration Science teachers Department Chair	1. Continue to develop common pacing guides in order to improve first time instruction 2. Develop common benchmarks in all science courses to include NGSS practices. 3. Develop a calendar for administering and scoring the common assessments. 4. Scores will be uploaded into Illuminate within 1 week of administering the lab 5. Teachers will review the results with students sharing the results within 1 week of administration 6. Utilize Illuminate and receive support training 7. Receive professional development • For AP science teachers (Environmental Science). • Implement the use of Illuminate data disaggregation program for all courses 8. Attendance at the Project Lead the Way training Principles of Engineering for Professional Development 9. PLTW will have one release day per quarter or meeting after school as a PLC	PLTW POE training $4500 Science conferences $8000 Notebooks/ Workbooks/Magazines $6,000 Sub Release days for NGSS implementation to update pacing guides and create districtwide benchmark tests $800 Consumable science supplies $12,000

Social Science

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority #2a: Increase student achievement
WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.
SCHOOL GOAL Social Science: By June of 2018, all students enrolled in AP courses within the Social Science Department will earn a score of a 2 or above. By May 2018, 59% (Based upon ELA SBAC Data) of students will score at meets or exceeds on the historical thinking writing rubric administered in all social science courses.

What data did you use to form this goal? ELA SBAC Data AP Student Results	What were the findings from the analysis of this data? The SBAC data shows that 57% of students have earned a meets or exceeds standards. 2016 Social Science AP Results with a total number of 15 scores of 1 out of 167 Social Science Tests taken.	How will the school evaluate the progress of this goal? 2017 Social Science AP scores and distribution of 1-5. Quarterly the Social Science PLC will look at data from the historical thinking writing rubric.	
Action/Date	**Person(s) Responsible**	**Task/Date**	**Cost and Funding Source (Itemize for Each Source)**
1.D. Continue the transition to the College and Career Readiness Standards. 1.D.2. Continue to develop shared benchmarks for use in Illuminate to analyze and disaggregate student data 1.D.3 Utilize Albert.io for all AP courses. 1.D.4. Continue to offer Great Documents Writing Course	Administration Social Science Department Chair Social Science Teachers	1. Continue to attend AP professional development • AP Professional Development (AP US, AP European, AP HG) • Review all AP Social Science course offerings for changes that need to be made based upon data 2. Receive copies of the Social Science framework draft to begin study • Develop pacing guide of historical thinking skills for 10th grade World History • Continue development of Course Outlines, Pacing Guides, and align lessons to the CCSS for all new/existing AP Courses (Time outside of school at our hourly rate) • Develop a calendar for development of pacing guides etc. 3. Continue to offer support class for AP US History/AP Language students (Historical Documents). 4. Review benchmark data from Social Science Rubric Quarterly	Funding for AP conference $9000 Funding to pay hourly between 3-7 days during the summer and school year in lieu of release days during school year. Historical Documents may need the buying of a prep period

1.D.5. Continue to use data to make adjustments to lessons and pacing guides. 1.D.6 Form an AP Committee		5. Upload data from benchmarks to Illuminate 6. Review with students their benchmark results 7. Work with PLC during the summer (Both Social Science and the APHG, APECON, & APGOV PLC). 8. Explore Geography/Current Events course to help reading, writing, thinking, speaking, language skills, etc. For the 18-19 school year. 9. AP Committee will work to grow the overall number of students taking AP courses and will attempt to place students on an "AP" pathway.	Albert.io $4500

Business

LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority: #1g: Offer college and career pathway courses to prepare students for college and career
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.

SCHOOL GOAL Business: By Fall 2017, 30% of the KCHS Student Body will be enrolled and 90% of the enrolled students will pass a Computer Applications course to prepare them with the skills necessary to be successful on the SBAC.
By Spring of 2018, 5% of KCHS student body will complete Computer Applications 1 or 2, and 2% of the enrolled students will complete Microsoft Certification.
By Fall 2018, 33% of the KCHS Student Body will be enrolled and 90% of the enrolled students will pass a Computer Applications course to prepare them with the skills necessary to be successful on the SBAC.
By Spring of 2019, 6% of KCHS student body will complete Computer Applications 1 or 2, and 3% of the enrolled students will complete Microsoft Certification.
By Fall 2019, 36% of the KCHS Student Body will be enrolled and 90% of the enrolled students will pass a Computer Applications course to prepare them with the skills necessary to be successful on the SBAC.
By Spring of 2020, 7% of KCHS student body will complete Computer Applications 1 or 2, and 4% of the enrolled students will complete Microsoft Certification.
By Fall 2016, Implement first stage of Computer Science pathway, by offering Intro to Computer Science course.
By Fall 2017 Implement second stage of Computer Science pathway, by offering Java Programming course.
By Fall 2018 Implement Third stage of Computer Science pathway, by offering AP Computer Science.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1.E Students will be enrolled in computer classes that prepare them with college and career skills	Administration Counseling Department Chair Teaching Staff	1. Continue to develop and improve/update marketing tools to increase student interest and enrollment. 2. Develop a pacing guide of technology skills needed to succeed on SBAC. 3. Need release time in order to complete pacing guides.	Minimum district resources. Sub or hourly rate
2.2% of the enrolled CA ½ Students will complete Microsoft certification	CA ½ Teacher	4. Using Gmetrix Training Program test students first semester Word, second semester Excel. Test at progress report/quarters/ semester final take certification Test.	District Microsoft grant
3.Implementation of Computer Science pathway Intro to Computer Science, Java Programming and AP Computer Science	Computer Science Teacher	5. Teacher training Summer 2016, with four quarterly 8 hour trainings with summer 2017 professional development 6.Supplementals for Computer Science	CSPD Grant $1,000.00
Professional Development	Department Teachers	7.Teacher Professional Development in Computer Science, Applications, Arts & Media ($6,000.00)	$6,000.00

Agriculture

LCAP Priority #1d: More professional development with accountability

LCAP Priority: #1g: Offer college and career pathway courses to prepare students for college and career
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.

By May 2018 65%of agriculture science students will receive a passing rate on the agriculture common assessment focusing on NGSS.

By May 2018 75% of the agriculture program completer students will receive an agriculture industry career readiness certification in one agriculture career sector.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. 2a Implement new agriculture standards with a focus on the CCRs, NGSS and industry certificate completion program. 2. 1g Students will be enrolled in agriculture classes that prepare them with college and career skills. All Agriculture completer students conduct job readiness training and portfolio completion.	Administration Department Chair Agriculture PLC team members	1.Continue to develop and implement new pacing guides in the ag sciences that incorporates the certifications and NGSS. (ongoing) 2.Continue to develop and implement common assessments focusing on CCRA Standards, by the end of each quarter, during the 2017-18 academic year. 3. Teachers will review progress towards meets or exceeds on the Science rubric quarterly with students. 4.Continue to develop certifications in our individual courses to be assessed by our local agriculture advisory committee. (Fall of 2018) • Meet with Local Advisory Board June 2018 • Attend various Externships to stay up to date with the	Printing supplies for student portfolio & certifications $500 Cost of Industry Certification tests (iCEV student licenses) $4000 paid by Pathway grant for one more year. Substitutes for NGSS training (4 teachers x 4 days) sub rate Summer workdays (2 days hourly rate- 4 teachers) Substitutes for Externship days (4 teachers x 3 days) $1,800

3.1g Continue to integrate NGSS into agriculture science courses and support standards in all other ag courses. .		local industry trends and needs. 5. Obtain UC/CSU approval for advanced Plant Science pathway courses. (Spring 2018)	Composition books for all classes $3,000 Binders, Tri-fold boards, and supplies for agriscience projects. $3000 Educating for Careers Conference Perkins: $2,000 NAAE Conference National Ass. Ag. Educators Perkins: $3000 CATA Conference- paid by Perkins: $2400 South Coast Region Roadshow AIG: $1600 Teacher OSHA certification program ($2000

Physical Education

LCAP Priority #1d: More professional development with accountability
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.

SCHOOL GOAL Physical Education: By end of 3rd quarter 2017 62.7% of the 9th grade students will achieve the HFZ in the mile run. This will increase by 2% each subsequent academic year.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
California Physical Fitness Test Results	The PFT for 2016 showed 60.2% of 9th graders achieved the HFZ in the mile run.	Performance on the California Physical Fitness Test

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1.g. By the end of the 3rd quarter students will increase their HFZ performance in the mile run.	Administration Physical Education teachers	1. Students will run daily 2. Students will run ½ mile three times per week 3. Students will be timed in the ½ mile one day per week 4. Students will be tested each quarter in the mile run which will be their benchmark. Times will be recorded. Students not achieving HFZ will be tested once every 2 weeks 5. 9th graders will complete the PFT mile run and results sent to the state (Window for PFT is February-June. Testing to be completed by April 20th)	Replace locks as needed @ $5 each PE attendance and grading cards

Fine Arts

LEA GOAL: Performance Goal 1: *All students will reach high standards, at a minimum, attaining proficiency or better in ELA by 2015-16.*
LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1f: Increase core content courses and decrease remedial classes to increase AP course offerings
LCAP Priority: #1g: Offer college and career pathway courses to prepare students for college and career
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.

By June 2017, 72% of students enrolled in fine arts course will increase their proficiency on CCR local assessments emphasizing Use of Technology and Listening & Speaking CCR Anchor Standards.

By June 2018, 74% of students enrolled in fine arts course will increase their proficiency on CCR local assessments emphasizing Use of Technology and Listening & Speaking CCR Anchor Standards.

By June 2019, 76% of students enrolled in fine arts course will increase their proficiency on CCR local assessments emphasizing Use of Technology and Listening & Speaking CCR Anchor Standards.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1.f By June 2018, members of the Fine Arts department will have attended at least one professional learning event or conference in the area of CCR Listening & Speaking standards implementation, Use of Technology, and/or Transition to CCSS implementation (e.g., CLTA World Language Conference or MCOE events)	Administration Department Chair	1. During the 2017-2018 school year, fine art teachers will receive training as follows: • Spanish teacher(s) will attend American Council on the Teaching of Foreign Languages (ACTFL) conference. • MCOE workshops in Salinas for CCR/CCSS implementation in Fine Arts • AP Conference for Spanish teacher(s) during summer 2017 • National Arts Education Association Conference for art teacher(s) • Drama teacher will attend American Academy of Drama Arts (AADA), Educational Theatre Association, or similar conference covering National Core Arts Standards and CCR/CCSS implementation. • Music Teacher will attend CASMEC (California All State Music Education Conference) February 15-18 in San Jose, California. 2. To better implement CCR, performance standards, and use of technology in the classroom, the following upgrades and supplies to run fine art programs will be purchased, to include:	Registration Fee(s) $345 Mileage and one day of subs for one or both teachers Registration fee(s) and mileage Subs TBD Registration fee(s) $775 and mileage and hotel for four nights for one or both teachers

		• Sibelius 8 Music notation software and upgraded computer that can run the software (as requested last year). • Spanish for Spanish Speakers textbook (**current one is from 1987**) that aligns with CCSS, CCR Anchor Standards, and World Language Standards (**as requested last year, department must follow text book adoption guidelines set by district for approval).** 3. New teacher requirements • BTSA Observations for new teachers	Registration fee(s) $255 Airfare to NYC ($ TBD) Sub for three days Hotel for four days Registration is free (in LA) Mileage No sub needed Hotel for two nights CASMEC Registration $300 Mileage and hotel fees Substitute Sibelius 8 software $295 and cost of new teacher computer $70-120 per textbook calculating for number of students, sections, and classroom sets needed.

English Learners

LEA GOAL: Performance Goal 2: ***All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.***
LCAP Priority #1d: More professional development with accountability
LCAP Priority: #2b Improve services and increase reclassification of EL students
LCAP Priority: #3a Increase parent engagement in the student learning process
LCAP Priority #2a: Increase student achievement

WASC VC Report October 2016: The teachers will continue to implement a system of research-based in-class interventions and support to reduce the number of English Learners in stand-alone intervention classes.

SCHOOL GOAL English Learners: By May 2018 40 % of the ELs will receive a passing score on the ELPAC (percentage due to new test format).
SCHOOL GOAL English Learners: By May 2018 32 % of the ELs will be re-designated English language proficient (CELDT scores were 22% in 2015 and 31% in 2016).
SCHOOL GOAL English Learners: By May 2018 15% of the 11th grade ELs will achieve an ELA score on the SBAC that meets or exceeds standards (up from 11% from 15-16).
SCHOOL GOAL English Learners: By May 2018 2% of the 11th grade ELs will achieve a Math score on the SBAC that meets or exceeds standards (up from 0% from 15-16).

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
Analysis of 2015-2016 KCHS SPSA 2018 ELPAC (NEW TEST) 2017 CELDT 2016 CELDT data 2016 SRI data 2016 EL performance on the SBAC WASC Three-Year-Term Report October 2016	In 2016-17: 10% of the 11th grade English learners scored at meeting standards or above on the ELA SBAC section as compared to 59% of all 11th graders. The re-designation rate for ELs	Percent of ELs who increase at least one ELPAC level Percent of ELs that become English proficient EL reclassification rate Implementation of Next Generation ELD Standards for ELs Efforts to seek input of EL parents

	2017-18: 24 % 40/162 2016-17: 31 % 2015-16: 22% 2014-15: 24% 2013-14: 21% 16 – 17 re-designation rate as of 4/7/17 = 24% 16 – 17 re-designation rate as of Individualized Reclassification Protocol adoption = 45% Percentage of ELs receiving a passing score on CELDT = 43% Percentage of ELs who increased 1 or more levels on CELDT = 33%	Promotion of EL parent participation ELAC agendas, sign in sheets, minutes DELAC agendas, sign in sheets, minutes Analysis of SBAC Data Analysis of SRI Data

STRATEGY 2.1: Place all English Learners in appropriate ELA/ELD and core content classes.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
2.1.a Create a stand-alone class for the absolute beginners that focus on Reading, Writing, Speaking, Listening skills (ELD 1).	Principal EL Specialist ELD teacher EL Liaison	1. For the 2017-2018 school year, offer a class that will support the ELD 1 students in developing their Reading, Writing, Speaking, Listening in academic areas. The goal is to improve EL Graduation rates.	1 FTE
2.1.b Accurately classify "LTEL" students including their years in program versus ELD 1-2 level students in order to place them in the appropriate classes.	Principal Student Support Services EL Specialist EL Liaison	1. For the 2017-18 school year, offer the following: a. LTEL classes designated by grade level for students who have been in ELD for more than 5 years. b. ELD classes designated by ELD level for on-track students who have been in ELD for less than 5 years. c. Reduce class sizes for English Learners to 25:1 (as needed) d. Use multiple measures to place ELD students properly (i.e. benchmarks, SRI, teacher recommendation, not just CELDT level).	none

2.1.c Continue the transition to the Next Generation ELD Standards by 2017-2018	Principal EL Specialist ELD teacher EL Liaison	1. Develop pacing guides that incorporate NGELD standards 2. Constructing Meaning units of study with benchmarks for all ELD courses by the start of the 2017-2018 year. 3. Analyze data and input results into the Illuminate Database within 2 weeks of testing. 4. Data will be shared with students at the start of the school year via a goal-setting activity and a one and one conversation with the student. 5. Provide professional development support over the summer of 2017 for NGELD, CM and EDGE units preparation.	Title 3:For task 1: Two pull-out days at $300 a day Title 3:For task 2: Title 3: Two pull-out days at $300 a day $2400 total
2.1.d Professional development for ELD teachers to develop NGELD units	Principal EL Specialist ELD teacher EL Liaison	6. Create an ELPAC Boot Camp unit for the beginning of the Spring Semester to be used by each teacher by the start of the 2017 - 2018 year. a. Assess each strand of the ELPAC following lesson delivery during the boot camp. b. Analyze data and communicate data to students each week (by February of 2018) 7. Continue to provide Professional Development during the 2017-18 School year for the implementation of NGELD 8. Provide CM professional Development to EL Liaisons	Title 3:For task 1 and 2: Two pull-out days at $600 a day $1200
2.1.e. Place all ELD students in appropriate SDAIE courses and provide supports.	Principal EL Specialist ELD teacher EL Liaison	1. By August of 2017, all ELD students will be enrolled in the appropriate SDAIE courses 2. By August of 2017 continue to use the support schedule developed by the EL Liaisons. a. Continue to use a plan for reporting the progress of students to EL specialist.	

STRATEGY 2.2: During 2016-17, all English Learners in need of additional ELD will be attending an extended learning day and year opportunity.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

2.2.a Enroll all ELs in need of additional ELD in after school ELD tutoring class.	Principal EL Specialist ELD teacher EL Liaison	1. By August 30, 2017, evaluate the effectiveness of the 2016-17 ELD tutorials: how many ELs needed tutoring, attended tutoring, and what evidence is there that attending tutoring affected the level of achievement. 2. Develop the plan for 2017-18 ELD tutorials a. Keep attendance records b. Evaluate progress reports of ELD students attending tutoring	EIA:LEP - 2 ELD tutorial teachers $20,000 Supplementary materials for ELD $15,000 TITLE III
2.2. b Enroll all ELs in need of additional ELD support in summer support program.	Principal EL Specialist ELD teacher EL Liaison	1. By May 2017, determine students in need of additional summer support prior to the 2017-28 school year. 2. Develop the plan for course work, select a teacher and EL aide. a. Evaluate the progress of students towards proficiency on a weekly basis.	Summer school teacher $4100 Summer school aide $2500

STRATEGY 2.3: Meet all Title III parent involvement requirements.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
2.3.a Continue to support the EL advisory committee (ELAC).	Principal EL Specialist ELD teachers EL Liaison	1. Continue to follow EL Master Plan for steps and calendar. 2. Publish EL Calendar widely with dates and topics that match the parent's needs assessment.	EIA:LEP Refreshments, mailing, child care $ 2,000 Allocated
2.3.b. Continue to increase all EL parents' understanding of CELDT, reclassification, high school graduation, A-G requirements and other areas they identify.	Principal EL Specialist ELD teachers EL Liaison	1. Administer Parent Needs Assessment survey in a special Single Plan for Student Achievement Input meeting (5/4/17) and share input with site leadership team. 2. Meet all FPM parent notification compliance requirements; see the EL Master Plan.	Title I PIQE and Supplies $6,000

STRATEGY 2.4: During 2017-18, all newcomer English Learners (levels I-II) will be placed in a newcomer support classes.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source

			(Itemize for Each Source)
2.3.c Plan for and establish Newcomer Seminar	Principal EL Specialist ELD teachers EL Liaison SS teacher	3. Select teacher and place on master schedule. 4. Select and purchase materials: newspaper subscriptions, copy costs for primary sources 5. Provide enrichment opportunities outside of the school day.	Supplemental materials and school supplies for students: $2000 Fieldtrip costs: $3000 Purchase teacher's prep 11,000
2.3.d Plan for and establish Computer App and Literacy 1 for EL Newcomers	Principal EL Specialist ELD teachers EL Liaison Bus. teacher	6. Select teacher and place on master schedule. 7. Select and purchase materials and computer software 8. Provide enrichment opportunities outside of the school day	Supplemental materials and computer software supplies for students: $2000 Purchase teacher's prep: 11,000
2.3.e Plan for and establish math readiness for EL newcomers	Principal EL Specialist ELD teachers EL Liaison Math teacher	9. Select teacher and place on master schedule. 10. Select and purchase materials: newspaper subscriptions, copy costs for primary sources 11. Provide enrichment opportunities outside of the school day.	Modules copied@ district expense Purchase teacher's prep: $11,000
2.3.d Quarterly meetings with newcomer parents for home to school connection	Principal EL Specialist ELD teachers EL Liaison	1. Select dates for meetings and communicate with parents 2. Progress monitor, grades, attendance, high school expectations, support for school access to parent portal, aeries counseling night, migrant, ETS qualifications, et al.	Refreshments, teacher and ELD Liaison hourly rates 12 hours: $1,000 Childcare provided

		3. Immerse into the school culture: ASB family cards	

Highly Qualified Teachers

LEA GOAL: Performance Goal 3: ***By 2017-18, all students will be taught by highly qualified teachers.***
LCAP Priority #1d: More professional development with accountability
LCAP Priority: #1b: Students will be taught by Highly qualified teachers

WASC VC Report October 2016 Critical Areas of Need:
1.The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.
2.The site administration and teachers will create a long-range, comprehensive staff development plan focused on developing a rigorous curriculum and research-based instructional strategies in order to strengthen the academic performance of all students and support the full implementation of Common Core State Standards.

SCHOOL GOALS: Constructing Meaning
GOAL 3.1.: 100% of teachers will be certified in Constructing Meaning.
GOAL 3.1.a: By June of 2017, teachers will increase their implementation of CM reading strategies from 41% to 60%

GOAL 3.1.b: By June of 2018, teachers will increase their implementation of CM reading strategies from 60% to 70%.

GOAL 3.1.c: By June of 2019, teachers will increase their implementation of CM reading strategies from 70% to 80%.

GOAL 3.2: By June of 2017, teachers will increase their implementation of CM oral language strategies from 36% to 50%.

GOAL 3.2.b: By June of 2018, teachers will increase their implementation of CM oral language strategies from 50% to 79%.

GOAL 3.2.c: By June of 2019, teachers will increase their implementation of CM oral language strategies from 59% to 70%.

GOAL 3.3: By June of 2017, teachers will increase their implementation of CM writing strategies from 23% to 43%.

GOAL 3.3.b: By June of 2018, teachers will increase their implementation of CM writing strategies from 43% to 63%

GOAL 3.3.c: By June of 2019, teachers will increase their implementation of CM writing strategies from 63% to 73%.

GOAL 3.4.: By June of 2017, 80% teachers will participate in voluntary walkthroughs to collect observational data on CM strategies being implemented.

GOAL 3.4.b: By June of 2018, 85% of teachers will participate in voluntary walk throughs to collect observational data on CM strategies being implemented.

GOAL 3.4.c: By June of 2019, 90% of teachers will participate in voluntary walk throughs to collect observational data on CM strategies being implemented.

SCHOOL GOALS: Professional Learning Communities

GOAL 3.5.: 100% of teachers will belong to, and operate in, an effective Professional Learning Community in order to analyze student data on common formative and summative assessments to inform their teaching practices and improve student learning. The effectiveness of the Professional Learning Communities (PLCs) will be based on the analysis of student achievement data and the sharing of best teaching practices to increase student learning.

GOAL 3.6: By August of 2017, 100% maintaining 100%) of teachers will have received training in the area of Professional Learning Communities and data analysis, PLC leads will be chosen.

GOAL 3.6.a: By May of 2018, we will continue to have 100% of teachers will have received training in the area of Professional Learning Communities and data analysis, PLC leads will be chosen.

GOAL 3.6.b.: By May of 2017, a comprehensive calendar of PLC meeting dates and members will be established and widely communicated.

GOAL 3.6.c.: By May of 2018, a comprehensive calendar of PLC meeting dates and members will be established and widely communicated.

GOAL 3.7: By August of 2018, KCHS PLC leads will have been selected and work in collaboration with the administration to continue to use common PLC protocols, forms and reporting procedures.

GOAL 3.7.a: By August of 2019, KCHS PLC leads will have been selected and work in collaboration with the administration to continue to use common PLC
protocols, forms and reporting procedures. Completed

GOAL 3.7.b: By fall of 2017, members of PLCS will have been trained on the common PLC protocols, forms and reporting procedures.

GOAL 3.7.c: By fall of 2018, members of PLCS will have been trained on the common PLC protocols, forms and reporting procedures.

GOAL 3.8b: By June 2018, administration will have conducted two observations for each PLCs operation and provided feedback to the successful implementation of the PLCs goals.

GOAL 3.8.c By June 2018, administration will have monitored the operation of PLCs through walkthroughs and review and feedback to the successful implementation of the PLCs goals. Completed and supported through PLC lead meetings

GOAL 3.9.b By June 2018, PLC Lead of leads will conduct 7 PLC lead meetings, providing review and written feedback to PLC notes, conducting Q&A sessions, and leading group studies of research based practices in PLCs and formative assessment.

What data did you use to form this goal?

SARC January 2017
Spring 2017 analysis of CM implementation
WASC Three-Year-Term Report March 2016

CM In the Classroom Walkthrough Data as gathered by progress advisor

CM/PLC teacher reflection survey

What were the findings from the analysis of this data?

In 2017-18 there was one long term sub in the SPED department.
Teachers' self-assessment of their progress towards implementing Constructing Meaning:

- 30/39 (77%) use writing and note taking strategies
- 18/39 (46%) use oral language and vocabulary strategies

Data table below is constructed of 192 observations (not all classrooms represented)

CM Competency	IC CM walk through	Teacher self-rating (40/45) responses)
% of teachers CM trained	100%	
% of admin trained	100%	
Learning and Language Goal	75%	90%
Language as content	62%	62%

How will the school evaluate the progress of this goal?

Rate of teacher misassignment
Ongoing monitoring of CM implementation through: walk through observational data and needs assessment survey results
Ongoing monitoring of the use of PLC time through: review and feedback to the PLC note-taking sheets and needs assessment survey results

Oral Language routines	85%	71%
Note-making	92%	78%
Academic Writing	77%	56%

PLC data findings

PLC training for teachers	100%
PLC leads selected and trained	100%
PLCs observed and feedback given (emails, in PLC observation, and PLC lead meetings)	100%
In my PLC we focus on continuous refinement of our practice	64%
I am prepared for my PLC with student's work and data to discuss in my PLC as a means to drive instruction and refine classroom practices to improve student learning	78%
I use formative assessments as a means of monitoring student progress and "checks for understanding" as a means to improve student mastery of the content and language	85%
I modify instructional sequence, re-teach or accelerate learning based on student progress	92%
I follow the norms of my PLC and meet with colleagues to actively engage in constructive conversations about improving teaching and student learning	100%
I engage in the collaborative inquiry process via peer observations, walk-throughs, classroom visits, and coaching opportunities to improve my practice.	65%

STRATEGY 3.1-3.4 Provide training and ongoing support for the school wide implementation of Constructing Meaning (CM).

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
3.1.1-3.4 Increase the school wide implementation of Constructing Meaning. Making progress each year. 3.2 Sit with site leadership team to review rubrics of implementation and set goals for next steps	Administration Instructional coach Leadership Team	1. Continue to provide CM Training for new teachers and new or untrained administrators each new school year prior to September 2016. 2. Choose three strategies (from separate domains) for annual focus to monitor implementation through the collection and reporting of data (calendared on collaboration calendar) 3. Administration reports data to teachers during monthly staff meetings 4. Administration focus on one strategy in collab professional learning session (3 times annually as calendared) 5. Continue to calibrate walk through observations with administration and provide schoolwide feedback and support (monthly). 6. Increase the number of teachers involved in learning walks and debriefs (monthly) 7. Coach PLC through formative assessment process with observational support 8. Continue to link CM strategies to CCSS implementation and local CCSS benchmarks aligned to CCR standards	Title I 1.0 Instructional Coach Expenditures EIA:LEP CM training and materials for summer: $5000 Allocated Subs/extra time during school training and materials $5000 Allocated

STRATEGY 3.5-3.8: Provide training and support to ensure that all staff have the knowledge and skills to effectively use the Professional Learning Community release time.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

3.5.1-3. 8 By August 2017 improve the level of implementation of PLCs	Administration Instructional Coach	1. Continue to provide additional training to staff in the "sophisticated skills" needed to effectively participate in a PLC including the creation and enforcement of norms, the development of formative assessments, how to analyze and respond to the results of these assessments. With additional focus in 17-18 for the development and analysis of common formative assessments with data uploaded in Illuminate. 2. Review and revise the composition of the Professional Learning Communities for greatest efficacy. 3. Create and review the early release day calendar with input from the staff. 4. Continue to support PLC leads, agree on outline protocols and duties. Implement the PLC Calendar and protocol. 5. Increase the amount of monitoring of PLC time through administrative walkthroughs, review and feedback on note taking sheets. 6. Continue PLC lead meetings for review, feedback, and shared resource reads and study.	Title 1 PLC training/materials $15,000 Allocated

STRATEGY 3.10: Provide training and support for the full implementation of Illuminate.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
3.10.1 By September 2017 train all teachers in the use of the Illuminate data system based on their needs.	Administration Tech IC DO	1. Conduct training for support in the full implementation of Illuminate.	Subs/Hourly for Illuminate training $3,000

Safe, Drug-free, Conducive to Learning Environment

LEA GOAL: Performance Goal 4: ***All students will be educated in learning environments that are safe, drug-free, and conducive to learning.***

LCAP Priority #1c: Add programs to motivate more students to go to University

LCAP Priority: #3a: Increase parent engagement in the learning process

LCAP Priority: #3b: Increase student attendance

LCAP Priority: #1i: Security on high school campus

WASC VC Report Ocotber 2016: All staff will continue to provide guidance services and programs that inform students of course selection and college planning, thereby not only increasing student completion of a-g requirements, but also providing opportunities for career pathways, goals, and objectives.

The staff will implement a multi-tiered intervention program to support high achievement for all students.

School Goal:
Maintain the graduation rate of over 90% each year. Increase the a-g completion rate to 20% in 2017.
Continue to reduce the rate of suspensions and offer alternative interventions through student and parent counseling.

What data did you use to form this goal?

SARC January 2017
King City High School WASC 2016 Fall report

CALPADS

What were your findings?

	Suspension	Expulsions
2016-17		**0**
2015-16	**85=8.6%**	**0**
2014-15	**55=5.5%**	**0**
2013-14	**147=10.3%**	**0**

Year	Drop Outs	Graduates	A-g comp.
2017			41=20+
2016	7	210=93.7%	20=10.5%
2015	14	167=90.3%	24=14%
2014	11	178=93.2%	22=12%

How will the school evaluate the progress of this goal?

*Student suspension rates**
Student expulsion rates

**Rates by student subgroup: Low SES, EL, Foster Child, Students with Disabilities*

STRATEGY 4.1: Continue to implement Link Crew.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.1.1. Continue to implement Link Crew.	Site Admin Link Crew Staff	As a comprehensive transition program Link Crew can provide support for freshmen throughout their first year of high school. It can: • increase attendance • reduce disciplinary referrals • reduce hazing and harassment of freshmen (CHKS) • provide leadership development in upperclassmen • increase involvement in co-curricular activities • improve school climate (CHKS) • provide leadership development in staff members • allow for positive interaction between staff and students (CHKS) • decrease chemical dependency (CHKS) By June of 2017, train two teachers in the Link Crew program By May 2017, survey will be administered and results analyzed by Link Crew Coordinators and Link Crew Leaders to refine the Link Crew program for 2017-18. Results will be reported to administrator by June of 2017. By August 2017, implement the revised plan for the Link Crew program.	GEAR Up Title 1 Training for 2 $6,000 Tshirts $500 Monthly activities $2,000

STRATEGY 4.2: Assess school climate

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.2.1. Create and administer a student climate survey and analyze its results. 4.2.2 Create and administer a classified climate survey and analyze its results. 4.2.3 Create and administer a certificated climate survey and analyze its results.	Site Admin ASB teacher Athletic Director Parent Involvement Coordinator Union Rep (CSEA and Certificated) Tech	1. Present 16-17 findings to the staff, SSC, and ELAC for analysis by September 2017 Finalize individual surveys for 17-18 by February 2018 2. Administer surveys by February 2017 3. Staff, SSC, and ELAC will analyze the results of surveys by August 2018	none

4.2.5 Create and administer a parent climate survey and analyze its results.			

STRATEGY 4.3 Continue to implement In House Suspension

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.3 Continue to implement in house suspension	Admin Campus Supervisors Teachers	1. Assign administrator to oversee in house suspension. 2. Administrator to collect from teachers CCSS aligned lessons per classroom teacher to make work available for students. 3. Inform/enforce teachers how to fill out student referrals 4. Assign administrator to report monthly IS data to principal 5. Training for IS as needed	Title I for IS materials16 Assertive Discipline training Field trip $2,000

STRATEGY 4.4 Continue to implement Saturday School

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.4 Continue to implement in Saturday school	Admin Campus Supervisors Teachers	1. Assign teachers to oversee Saturday School 1. Assign administrator to report and analyze attendance and impact on truancy 1. Assign administrator to analyze impact to data dashboard measurements for clearing absences and tardies	Title I for SS Training for SS teachers Hourly rate for teacher in charge

			$4000

STRATEGY 4.5 Implement PBIS professional development for staff (phase II).

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.5 Continue to implement second phase of PBIS with staff	Admin Campus Supervisors Teachers	1. Assign administrator in charge of PBIS implementation 2. Select staff meetings or collaboration dates for PBIS PD with staff 3. Implement and analyze the impact of mustang manners on referrals, suspensions, etc. Report this information with each 4 week period to staff 4. Printing of posters/folders to message "Mustang manners"	Additional site visits and PBIS training for leaders $4,000 District cost for printing and distributing of MM

STRATEGY 4.6 Implement Equity professional development for staff

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

4.3 Begin Equity professional development with staff	Admin Campus Supervisors Teachers	1. Assign Administrator in charge of equity focus and plan 2. Provide PD for cohort of teachers for first phase of creating equity plan 3. Site visitations and release days to support PD	4,000 for release days District cost to fund travel for site visitations

STRATEGY 4.3 Continue to support a school dean and assistant principal

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.3 Support a school dean and school assistant principal with PD	Principal School dean	1. Continue to employ a school dean 2. Provide PD to support the position	Dean's salary PD for dean

STRATEGY 4.3 Continue to learn and provide PD for schoolwide outcomes in CA's new data dashboard in the areas of equity, discipline and attendance

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
4.3 Continue to learn and provide PD for schoolwide outcomes in CA's new data	Admin Teachers	1. Select a team of admin and leads to attend MCOE trainings to learn how the new data dashboard will measure student outcomes	Trainings at MCOE Substitutes Travel $1500

dashboard in the areas of equity, discipline and attendance		2. Implement internal measurements of student outcomes and report on a quarterly basis	

Graduation from High School

LEA GOAL: Performance Goal 5: ***All students will graduate from high school college or career ready.***

LCAP Priority #1c: Add programs to motivate more students to go to University
LCAP Priority: #1f: Increase core content courses and decrease remedial classes and to increase advanced placement courses
LCAP Priority: #1g: Offer College and career pathway courses to prepare students for college and career
LCAP Priority: #2a: Increase student achievement
LCAP Priority #1c: Add programs to motivate more students to go to University
LCAP Priority: #3a: Increase parent engagement in the learning process
LCAP Priority: #3b: Increase student attendance

WASC VC Report Ocotber 2016: All staff will continue to provide guidance services and programs that inform students of course selection and college planning, thereby not only increasing student completion of a-g requirements, but also providing opportunities for career pathways, goals, and objectives.
The staff will implement a multi-tiered intervention program to support high achievement for all students.

SCHOOL GOAL: By 2017, the graduation rate will increase by 1% to 94.7% from the 2015-16 School year; while the a-g rate will increase to 20.5% (an increase of 10% from 10.5% in 2016).

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
SARC January 2017 WASC Three-Year-Term Report October 2016 Data profile District grad rates A-g completion rates	The dropout rate has declined for all students from 15% in 2011-12 to 2.4% in 2016-17. The dropout rate for ELs in 2015-16 was 2% increase from the previous year The graduation rate for all students has increased from 77.57 in 2009-10 to 93.7 %in 2015-16. The graduation rate for ELs in 2015-16 was 96.6%	*School attendance rates** *High school dropout rates** *High school graduation rates** *Percent of students that are career/college ready** *Percent of students that pass Advanced Placement exams with a 3 or higher**

	622 students participated in career technical education in 2016-17. 100 students (16%) students completed a CTE program and earned a high school diploma. In fall 2016 35% of 9th graders were 5-35 (out of 30 attempted) credits behind at the end of the first semester. In 2016-17 68%(up 3%) of the students were enrolled in courses required for UC/CSU admission. In 2016-17 24% (up 14%) of the graduates had completed courses required for UC/CSU admission.	*Percent of students determined prepared for college by the Early Assessment Program** *Student access and enrollment in all required areas of study* *A-g completion rate** **Rates by student subgroup: Low SES, EL, Foster Child, Students with Disabilities*
Advanced Placement course offerings Based on Master Schedule	In 2017-18 14 different Advanced Placement courses were offered: 4 in English 1 in Math 1 in Science 7in Social Science 1 in Foreign language	
Freshman Seminar grade reporting data	There is currently one CTE pathway, with engineering and computer science to be completed in 2017-18 and 2018-19 respectively. In 2017 49 Freshman with the lowest 49 GPAs were placed in freshman seminar and 6 (12%) and raised their GPA to a 2.0, only 4 above a 2.5.	
After school online credit recovery program	At the end of the 1st semester 47% of our 9th grade students failed one course, an increase of 15% from one year ago.	
Graduation status report	2016/17 Non-Grad 18 Enrolled Alt Ed 1 5th Year Seniors 3 Certificate 1	
Parent Survey Results Spring 2016	Met A-G requirements HS Diploma 24	

	HS Diploma 167 Total Students 185 Parent Survey Results from WASC 2016 report	

STRATEGY 5.1: Ensure that all students have a graduation plan.

5.1.By the end of Quarter 1 fall 2017 all 9th graders will have a 4-year plan	Student Support Services Counselors	1. Continue to create a 4 yr. plan for every freshman which includes a list of the courses needed to graduate. Report the number of students met with and completing 4-year plans to administration at the end of each quarter.	none
5.1.2.By the end of Quarter 2 all 10th and 11th grade students will have had their 4 year plans reviewed and revised as necessary	Student Support Services Counselors Gear-Up	1. Continue to review 4 yr. plans for all students sophomore through junior year by the end of 2nd quarter which includes a list of the courses needed to graduate.	none
5.1.3 Provide support for new counselor in pupil services as needed	Student Support services counselors	1. Continue to provide support for counselors to attend trainings and vertical articulations with local community colleges 2. Aeries training for new counselor	3000 travel and registration for various trainings

STRATEGY 5.2 Insure that every student in danger of not meeting the graduation requirements is enrolled in a support class or extended learning day opportunity.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.2.1. By June 1, 2017, implement a comprehensive plan for all credit-recovery.	Site Admin Counselor	1. Develop the plan for credit recovery for students in grades 9-12 with goals, target students, recruitment procedures, curriculum, a description of how the different types will be monitored (attendance, walk throughs, etc.) and evaluated. 2. The plan will include who will monitor D and F lists, who meets with students, who will ensure credit recovery attendance, who will report information to parents, and who will update credits recovered in the four year plan.	$4,300 Gear Up to assist with summer 2016 Credit Recovery interventions

		3. Continue to offer an afterschool online credit recovery program. 4. Continue to offer online credit recovery 3 days per week to target students who were in need of courses to get back on track for graduation.	After school credit recovery 5,000
5.2.2 By August of 2017 continue to offer after school tutoring and Saturday school extended learning opportunities.	Site Admin Counselor Saturday school and after school teachers	1. Develop the plan for after school tutoring for students in grades 9-12 with goals, target students, recruitment procedures, curriculum, a description of how the different types will be monitored (attendance, walk throughs, etc.) and evaluated. 2. The plan will include who will monitor D and F lists, who meets with students, who will ensure afterschool and Saturday attendance, and who will report information to parents.	GEAR UP

STRATEGY 5.3 Insure that every student is graduating college and career ready.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.3.1. By August 2017 develop a plan to increase the A-G completion rate.	Site Admin Counselor Site Curriculum Council GEAR up	1. All students complete Science courses that are A-G approved. 2. Continue to work with district office staff on revising the graduation requirements to include 3 years of Math. 3. Use online credit recovery to increase the number of students completing A-G requirements. 4. Summer school to make up Ds for improving A-G in core classes	GEAR Up Funded in goal 2
5.3.2. By August 2017 develop a plan to increase the number of AP offerings and the number of students earning a score of 3 or higher on AP exams.	Site Admin Counselor Site Curriculum Council GEAR up	1. Continue to provide training to teachers assigned to teach AP courses. 2. By August 2017 administration will meet with each AP teacher to review district profile data instructional planning reports and their students' AP performance and develop a plan to improve results and number of test takers.	Total for all department trainings in goal 1: $8,000

5.3.3. Increase the Career and technical education (LCAP) course offerings	Site Admin Counselor Curriculum Council	1. Implement the second course in the PLTW pathway, Principles of Engineering 2. Explore new CTE pathways by establishing a CTE committee to introduce new pathways	$4,000 teacher training

STRATEGY 5.4: Increase Parental Involvement

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.4.1. By September 30, 2017, create a plan for the coordination of all parent involvement activities.	Principal Community Liaison	1. Create a document which summarizes the purpose and responsibilities of all groups involving parents including Project to Inspire, GEAR Up, Educational Talent Search, and the calendar for the delivery of their services. This document will be shared parents and all staff. 2. Continue to employ a Parent Liaison. Research additional professional development (for example group facilitation) 3. Establish a quarterly meeting calendar of dates and topics for school staff with parent involvement responsibilities and with representatives from all supplemental programs. (SSC / ELAC / Gear-up / Project to Inspire / Graduation Committee / PTO / Mustang Bench / FFA Booster) 4. Continue to bring community resources per parents request 5. Explore the possibilities of creating a parent resource center. 6. Research parent conferences for parents to attend (CABE)	In goal : 6,000 Title I Costs CABE $6000

STRATEGY 5.5: Maintain a functioning School Site Council as a tool for shared staff-parent decision making.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

5.5.1. By August 30, 2017, continue to maintain a functioning SSC.	Administration	1. Continue to implement a process of forming/maintaining a strong SSC: 2. Hold staff, parent, and student elections as necessary. 3. Provide required training. 4. Develop a calendar of 2017-18 meetings with draft topics which will enable the SSC to perform all of its responsibilities including monitoring the implementation of the SPSA and the WASC Three-Year Action Plan.	Costs Materials for parent events and SSC meetings Title I $2000

STRATEGY 5.6: Continue to implement Freshmen Seminar.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.6.1 Continue to implement Freshmen Seminar.	Instructor Administration Counselors	1. Freshmen Seminar is designed to help 9th graders successfully transition to high school. 2. By June 2017 analyze the continued implementation of Freshmen Seminar and its results. Based on the analysis, develop a plan and reporting procedure to select areas of focus to improve Freshmen Seminar in 2017-18. 3. By May 2018 9th grade cohort will document their academic standing each quarter in order to set goals for improvement this will be reported to administration and SSC.	Title 1 1500

STRATEGY 5.7: Gear Up Implementation and Support

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

5.7.1 Continue to implement and monitor grades 10 and11 and 12 with UCSC and CSUMB GEAR Up Programs	GEAR Up Administration	1. Step Up to College is designed to: • Continue offering in class tutorial support to cohort 10 and 11. • Continue to provide after school tutoring. • Build college awareness through field trips and parent education and workshops • Gather, analyze and report data to administration and school staff on a quarterly basis. • Parent workshops • Student tutoring attendance and GPA • Afterschool workshops • In-school workshops • Survey data	GEAR Up

STRATEGY 5.8: Implement the SST process

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
5.8.1 Train all staff in classroom interventions 5.8.2 Train all staff in the SST process by October 2017	District Sped manager	District will train all staff the first month of school Establish referral process: List of 504 accommodations Establish timeline to revisit and monitor students referred.	Training for counselor oversee SST and 504 No cost: Sped manager

Special Education

LEA GOAL: PERFORMANCE GOAL 6:
LCAP Priority #1b: students will be taught by highly qualified teachers
LCAP Priority: #1d: More professional development with accountability
LCAP Priority: #2a: Increase student achievement
LCAP Priority: #3a: Increase parent engagement in the student learning process

WASC VC Report Ocotber 2016 Critical Area of Need # 3:

All staff will continue to provide guidance services and programs that inform students of course selection and college planning, thereby not only increasing student completion of a-g requirements, but also providing opportunities for career pathways, goals, and objectives.

The administration and staff utilize the Professional Learning Communities to develop common assessments and rubrics to collect, analyze, and interpret data needed to implement curriculum, powerful teaching, staff development, and program effectiveness; thereby increasing student achievement.

The staff will implement a multi-tiered intervention program to support high achievement for all students.

SCHOOL GOAL Special Education: To increase the proficiency level of Students with Disabilities (SWDs) as measured by SBAC ELA and Math.
By May, 2017the proficiency level of SWDs will increase from 14% to 20% on the ELA SBAC.

By May 2017, the proficiency level of SWDs will increase to 0% to 8% on the Math SBAC of students currently in Gen. Ed. Math and students not in Gen. Ed Math.

By May 2017, 80% of all SWD enrolled in General Education courses will pass their courses with the accommodations stated in their IEPs.

<table>
<tr><th>What data did you use to form this goal?</th><th>What were the findings from the analysis of this data?</th><th>How will the school evaluate the progress of this goal?</th></tr>
<tr><td>SBAC data
Grades of SWDs enrolled in ELA and Math
What is the CAA data?</td><td>2015-16 SBAC data
<table><tr><td>ELA</td><td>14% exceeds or meets standards in ELA</td></tr><tr><td>Math</td><td>0% exceeds or meets standards in Math</td></tr></table>
By May, 2017, will increase SWD from 14% to 20% on the ELA SBAC.</td><td>SBAC performance
Gen ed performance in math
Resource math performance</td></tr>
</table>

	By May 2017, will increase SWD from 0% to 8% on the Math SBAC of students currently in Gen. Ed. Math and students not in Gen. Ed Math.	

STRATEGY 6.1 develop a SPED plan for how the department will operate.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
6.1 By August 2017 SPED Administration along with SPED teachers and staff will develop a plan for how the department will run.	Sped Director Sped manager Site Admin Sped Department Chair Sped Teachers	1. By August 2017, administration and SPED staff will finalize plans for changes to the overall SPED program, including: 2. Student scheduling, progress monitoring (SRI,grades), voc. Ed. and collaboration model.	Department meeting time on collaboration calendar 1-2 days of Summer work/hourly $3,000
6.1.b By August of 2017 the department will determine how to assess, modify and analyze district benchmarks in ELA and Math	Sped Director Sped manager Site Admin Sped Department Chair Sped Teachers	1. By August 2017, the SPED department will determine which students require accommodations for district level benchmark assessments.	N/A

STRATEGY 6.2 Special Education students will be offered credit recovery through APEX during the school day.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)

6.2 By August of 2017, Special ed teachers will receive training in Odysseyware in order to service SWDs during the school day	Sped Director Sped manager Site Admin Sped Department Chair Sped Teachers	1. Continue to offer credit recovery through Odysseyware. 2. Sped teachers will receive a release days for training in Odysseyware.	1-2 days of Summer work/hourly $3,000

STRATEGY 6.3 Increase the success of all SWD students enrolled in general education classrooms.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
6.3 Notify all general education teachers of the SWDs on rosters including their accommodations and qualifications for services.	Sped Director Sped manager Site Admin Sped Department Chair Sped Teachers	By end of August 2017, the SPED staff will hold a work day to distribute caseloads, notify teachers of SWDs, eligibility of SWDs, and behavior plans. All teachers will be notified of Aide's schedules for supporting SWDs	8 teachers x 7.5 hours $3000
6.4 All Special Education Teachers and paraprofessionals will participate in Professional development.	Sped Director Sped manager Site Admin Sped Department Chair	1. All paraprofessional will participate in ongoing CM instructional strategies, common core math practices, 2. All SpEd Teachers will participate in ongoing Common Core Math Practices training. 3. Special education Teachers will have input into what PD opportunities are attended. 4. Moderate/Severe program will receive training in the best practices for curriculum. 5. Vocational Ed Program will receive training in the best practices for curriculum.	$3,000 hourly rate training for paras

	Sped Teachers		$5,000 for PD for SPED teachers

59

Form B: Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in Form B must be aligned with the Consolidated Application.
Title I SES
NEWSela License

Actions to be Taken to Reach This Goal[1] Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing, and Professional Development)	Start Date[2] Completion Date	Proposed Expenditures	Estimated Cost	Funding Source (itemize for each source)
Provide KCHS with an instructional coach to provide training and ongoing support to teachers in the implementation of PLCs, CCSS, CM and EL strategies.	2017-2018	Continue to employ instructional coach	1 FTE	Title I Title III Gear Up

School Goal #: 2 (to be updated to reflect ELPAC terminology)
SCHOOL GOAL English Learners: By May 2018 42% of the ELs will increase or maintain an advanced their level on the CELDT.
SCHOOL GOAL English Learners: By May 2018 25% of the ELs will be redesignated.
SCHOOL GOAL English Learners: By May 2018 57% of the 11th grade ELs will pass the ELA SBAC.
SCHOOL GOAL English Learners: By May 2018 8%% of the 11th grade ELs will pass the Math SBAC.

Actions to be Taken to Reach This Goal[3] Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing, and Professional Development)	Start Date[4] Completion Date	Proposed Expenditures	Estimated Cost	Funding Source (itemize for each source)
1. Provide KCHS with an .35 EL Specialist to insure that every EL is identified and served as described in the EL Master Plan and to provide ongoing training and support to ELD teachers.	Aug – May 2017-18	Continue to employ an EL Specialist	.35 FTE	EIA:LEP

[1] See Appendix A: Chart of Legal Specifics for the Single Plan for Student Achievement for content required by each program or funding source supporting this goal.
[2] List the date an action will be taken, or will begin, and the date it will be completed.
[3] See Appendix A: Chart of Legal Specifics for the Single Plan for Student Achievement for content required by each program or funding source supporting this goal.
[4] List the date an action will be taken, or will begin, and the date it will be completed.

2. Provide annual TOT to EL Specialist	June 2017	MCOE TOT ELPAC registration	$50.00	EIA:LEP

Note: Centralized services may include the following direct services:

- Research-based instructional strategies, curriculum development, school climate, and data disaggregation for instructional staff
- District-wide staff providing specific services to schools, e.g., English Language Development Coordinator, Teachers on Special Assignment, Instructional Coaches
- After–School and Summer School programs funded by categorical programs
- Data analysis services, software, and training for assessment of student progress

Centralized services do not include administrative costs.

Form C: Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. The totals on these pages should match the cost estimates in Form A and the school's allocation from the ConApp.

Note: for many of the funding sources listed below, school districts may be exercising Categorical Program Provisions options (flexibility), which are described at: http://www.cde.ca.gov/fg/aa/co/ca12sguiappcatprog.asphttp://www.cde.ca.gov/fg/aa/co/ca12sguiappcatprog.asp

State Programs	Allocation
☐ **California School Age Families Education** Purpose: Assist expectant and parenting students to succeed in school	$
☐ **Peer Assistance and Review** Purpose: Assist teachers through coaching and mentoring	$
☐ **Professional Development Block Grant** Purpose: Attract, train, and retain classroom personnel to improve student performance in core curriculum areas	$
☐ **Pupil Retention Block Grant** Purpose: Prevent students from dropping out of school	$
☐ **Quality Education Investment Act (QEIA)** Purpose: Funds are available for use in performing various specified measures to improve academic instruction and pupil academic achievement	$
☐ **School and Library Improvement Program Block Grant** Purpose: Improve library and other school programs	$
☐ **School Safety and Violence Prevention Act** Purpose: Increase school safety	$
☐ **Tobacco-Use Prevention Education** Purpose: Eliminate tobacco use among students	$
☐ **List and Describe Other State or Local Funds** (e.g., Career and Technical Education [CTE], Gifted and Talented Education [GATE])	$
Total amount of state categorical funds allocated to this school	$
Federal Programs	**Allocation**

☒	**Title I, Part A: Allocation** Purpose: To improve basic programs operated by local educational agencies (LEAs)		$273,102.82
☐	**Title I, Part A: Parental Involvement** (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	1% required	$2,731.03
▱	**For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development** (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	10%	27,310.28
☐	**Title II, Part A: Improving Teacher Quality** Purpose: Improve and increase the number of highly qualified teachers and principals		$ 53,234
☒	**Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students** Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards		$ 18,231
☐	**Title VI, Part B: Rural Education Achievement Program** Purpose: Provide flexibility in the use of ESEA funds to eligible LEAs		$
☐	**Ag Incentive Grant**		$ 20,539
☐	**Other federal funds** (SES funding 20% of District Total Title I)		$54,620.85
☐	**Other federal funds** (list and describe) Lottery Unrestricted		$124,507.67
☐	**Other federal funds** (perkins)		$ 40,964
	Total amount of federal categorical funds allocated to this school		$
	Total amount of state and federal categorical funds allocated to this school		

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.[5] The current make-up of the SSC is as follows:

Names of Members		Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Janet Sanchez Matos		X☐	☐	☐	☐	☐
Dariana Sanchez	(2 years 15-17)	☐	☐	X☐	☐	☐
Carla Ackerman	(2 years 15-17)	☐	☐	☐	X☐	☐
Nancy Reyes	(2 years 15-16)	☐	☐	☐	X☐	☐
Teri Umbarger	(2 years 15-17)	☐	☐	☐	X☐	☐
Ana Vega	(2 years 15-17)	☐	X☐	☐	☐	☐
Chris Hanson	(2 years 15-17)	☐	X☐	☐	☐	☐
Chris Houston	(2 years 15-17)	☐	X☐	☐	☐	☐
Lorena Caulk	(2 years 15-17)	☐	X☐	☐	☐	☐
Ana Cabrera	12th grade	☐	☐	☐	☐	X☐
Rosemary Jasso	11th grade	☐	☐	☐	☐	X☐
Vanessa Barajas	10th grade	☐	☐	☐	☐	X☐
Numbers of members in each category		1☐	4☐	1☐	3☐	3☐

[5] *EC* Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

☐ State Compensatory Education Advisory Committee	Signature
X English Learner Advisory Committee	Signature
☐ Special Education Advisory Committee	Signature
☐ Gifted and Talented Education Advisory Committee	Signature
☐ District/School Liaison Team for schools in Program Improvement	Signature
☐ Compensatory Education Advisory Committee	Signature
☐ Departmental Advisory Committee (secondary)	Signature
X Other committees established by the school or district (list)	Signature

ELA:
Fine Arts:
Mathematics:
Special Education:
Science:
ELD:
Social Science:
Business:
Agriculture:
Physical Education:

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on: May 5, 2016

Attested:

Janet Sanchez Matos			
Typed name of School	Principal	Signature of School Principal	Date
Nancy Reyes			
Typed name of SSC	Chairperson	Signature of SSC Chairperson	Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Portola-Butler High School Site Plan for Student Achievement

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

X 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 Single Plan for Student Achievement is a requirement that each school develop goals, objectives and a plan to use categorical funds for student improvement. This plan is based on achievement data and written with input from staff and the School Site Council.

Recommendation:
It is recommended that the Board of Education approve the Portola-Butler High School Single Plan for Student Achievement.

Fiscal Impact:
This is required to approve expenditures of State and Federal program funds.

Submitted By:

Diana M. Jiménez
Director of Educational Services

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

PORTOLA-BUTLER CONTINUATION HIGH SCHOOL
2017-18

Single Plan for Student Achievement

The Single Plan for Student Achievement

School: Portola-Butler Continuation High School

District: South Monterey County Joint Union High School District

County-District School (CDS) Code: 27660682730083

Principal: Steve James

Date of this revision: May 2, 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Steve James

Position: Principal

Telephone Number: 831-385-4661

Address: 760 Broadway Street, King City, CA 93930-3311

E-mail Address: sjames@smcjuhsd.org

The District Governing Board approved this revision of the SPSA on _____

Table of Contents

School Site Planned Improvements in Student Performance

Centralized Services for Planned Improvements in Student Performance

Form C: Programs Included in This Plan

Form D: School Site Council Membership

Form E: Recommendations and Assurances

Form A: Planned Improvements in Student Performance

The School Site Council and staff have analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, the following school goals, related actions, and expenditures have been adopted to raise the academic performance of students not yet meeting state standards:

Schoolwide Critical Areas for Follow-up 2015 Visit

The Visiting Committee concurs with the school's identified areas that are outlined in the school-wide action plan. These are summarized below:

1. Graduation rate is impacted by low CAHSEE pass rate. Staff needs to develop systematic intervention. ELD, and test preparation for students who have yet to pass the CAHSEE. Students with the skills to pass will have advanced skills for success in other classes.
2. ELA and math proficiency is low. Staff needs professional development in CCSS; PLC collaboration time to develop pacing guides for CCSS instruction.
3. Teachers need to develop and implement frequent formative assessments. Data generated by these assessments inform instructional practices to ensure that students can demonstrate learning in a number of different ways.
4. Implementing Integrated Math 1 will help increase the rigor and relevance of the CCSS math skills necessary to be successful in college and or careers.
5. Plans for ELAC and SSC are appropriate for the school population and will impact parent support for the school community.
6. Teachers will receive professional development in the areas of ELD and instructional strategies that will improve student achievement.

Recommendations from the 2017 Probationary Visit.

1. Consider using the APEX online program for credit recovery and provide more direct instruction.
2. Increase elective offerings for students, which could include taking classes at King City High School or Greenfield High School and providing Career Technical Educational opportunities.
3. Work with the school board and superintendent to revise the graduation credit requirement from 240 to 220 to increase graduation rates. That change should not impact student learning but will increase the graduation rate.
4. Teachers should work with counselors and administrative staff to ensure that each student has a clear picture of his/her credit path to graduation.
5. Explore ways with the district to increase both academic and mental health counseling (which should include Trauma Informed Care and Restorative Justice Models).
6. Expand Common Core State Standards teaching strategies to include all classes taught at PBHS.
7. Work with the Business Community to provide students with apprenticeship opportunities.
8. Parent and community involvement needs to increase at Portola Butler High School.

LCAP Goals: 2014-2017

Goal 1: The conditions for learning will be improved for students

a. Reduce class size
b. Students will be taught by Highly Qualified Teachers
c. Add programs to motivate more students to go to Universities
d. More professional development with accountability
f. Increase core content courses and decrease remedial classes to increase advanced placement course offerings
g. Offer college and career pathway courses to prepare students for college and career
h. Replace the fire alarm system at Greenfield High School
i. Security on high school campuses

Goal 2 Pupil outcomes on standardized test and in core content areas will increase. Eliminate the achievement gap among students.

a. Increase student achievement
b. Improve services and increase reclassification of EL students
c. Increase student advancement into college

Goal 3 School faculty and staff, parents and students will increase engagement in learning
a. Increase parent engagement in student learning process
b. Increase student attendance

LEA GOAL: English Language Arts (ELA). All students will reach high standards, at a minimum, attaining proficiency or better by 2017-18 as measured by SBAC Assessment results and local benchmarks. *LCAP Priority: Goal #2 Pupil outcomes on standardized tests and in core content areas will increase. Eliminate the achievement gap among students.* *WASC Critical Ares of Need: #2 ELA proficiency is low. Staff needs professional development in the CCSS.*
SCHOOL GOAL 1A: By June 2017 improve school-wide student achievement in ELA from 11% to 15% as measured by the SBAC.

What data did you use to form this goal?	**What were the findings from the analysis of this data?**	**How will the school evaluate the progress of this goal?**
• 2015 SBAC Results for ELA • SRI • CELDT • Formative Assessments	• The SBAC data from 2016 indicates that 11% of the students met the criteria for ELA up from 6% in 2015. Our school-wide goal was 12% so this goal wasn't reached, but a 5% increase is quite an accomplishment for our students who come to us needing to make-up 3 to 4 years of English. • SRI growth has been stagnating as many of our students still come to us with a 4th to 5th grade reading level. We will have better numbers later this school year when we test our students for the 3rd time in late May.	• CM walkthroughs with instructional coach • Results on school-wide writing benchmarks • Results on common formative assessments. • SRI Data • SBAC Interim Assessments • Benchmarks • SBAC

STRATEGY 1A.1.1. During 2017-18, Portola-Butler will create and/or modify ELA instructional pacing guides. Will create school-wide writing benchmarks and common formative assessments. The pacing guides and the results of the formative and benchmark assessments will be the focus of PLC work.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1a.1.1 By October 2017, pacing guides will be created, revised/modified as needed for ELA grades 11 and 12. 1a.1.2 By October 2017 school-wide writing benchmarks will be created for grades 11 and 12.	Principal Instructional Coach	• ELA teachers to create, revise, modify pacing guides before the beginning of the school year. • Professional Development (PD) for all ELA teachers in creation and use the pacing guides. • Create school-wide writing benchmarks aligned with the SBAC claims. • PD for all ELA teachers on the protocols and scoring of ELA benchmarks. • PD for all ELA teachers on the IAB formative assessments • PD for teachers in the use of Illuminate to access data from formative assessments.	Title I • Release days/substitutes • $1,500. Title 1 if needed for benchmarks. • Release days/substitutes • $5,000.

STRATEGY 1A.3.1: During 2017-18, all students will receive a tiered set of timely and appropriate academic interventions to insure ongoing achievement in ELA, math, and ELD.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
By September 15, 2017, implement an intervention plan for students in danger of failing and/or dropping out will be in place.	Principal Teachers	Create a written plan for timely and appropriate intervention for students in danger of failing and/or dropping out as identified in the Aeries Early Warning System. • Completion of student progress reports in AERIES at week four of each quarter. • Based on progress reports students will be placed into strategic interventions. • Establish a calendar for proactive reviewing of the progress of individual students.	$0
By May 2017 identify potential ELA students for Read 180 intervention program.	Principal Counselors	• Use the SRI to identify students who are reading below a score of 850. Possible second class needed. • Order additional Read 180 program materials and licenses • Schedule Read 180 teacher Professional Development	Approximately $10,000 (PD included with materials and license fees)

By June 2017 continue to schedule Read 180 into the master schedule	Administration Counselors	• Schedule Read 180 into the master schedule	
During the 2017-18 school-year continue to analyze the progress of the students enrolled into Read 180	Read 180 Teacher	• Establish a calendar to analyze the progress at each established quarter.	
By March 2018 all PBHS students will take the SRI	Principal Teachers	• Test all students with SRI three time a year August, January and March.	

LEA GOAL: Performance Goal 1: All students will reach high standards, at a minimum, attaining proficiency or better by 2017-18 as measured by SBAC Assessment results and local benchmarks.

LCAP Goal #2: ***Increase student achievement***

WASC ***Critical Ares of Need #4: Implementing Integrated Math 1 will help increase the rigor and relevance of the CCSS math skills necessary to be successful in college and or careers.***

SCHOOL GOAL 1B: By June 2018 improve school wide student achievement in math from 0% Standard Nearly Met in 2015-16 SBAC to 1% Standard Met or exceeded on the 2016-17 CAASPP (SBAC Math Assessment).

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
Math SBAC results from 2015-16 school-year.	• Based off of the 2016 SBAC 0% of our students met the standards and 0% scored at nearly met. • Our students come to us struggling with mathematics and for our students to be successful on the SBAC they need at least Math I and Math II of MVP mathematics. • We are offering Math 1 on Apex.	Collegial learning walks CM walkthroughs with instructional coach Administrative CM walkthroughs Local quarterly benchmark results Math SBAC Summative Assessment results

STRATEGY 1B.1.1 During 2017-18, Portola-Butler will modify math instructional pacing guides as needed and create a series of benchmark and formative assessments.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
By September 15, 2017, pacing guides will be revised/modified as needed for math.	Principal Math Teacher	• Math teacher needs to be trained in the Mathematics Visions Project (MVP) • Create Math 1 pacing guides • Train any new teachers in the pacing guides.	Title 1 – Approximately $500. Per day for 2 Days for a total of $1,000
By September 15, 2017 revise Math 1 benchmark #1.	Math Teacher	• Revise the comprehensive Math 1 benchmark to meet the needs of the students at PBHS. • Math 1 benchmark must be uploaded to illuminate for data analysis • Math 1 teacher will meet with the principal to review the assessment results.	Title 1 Approximately $1,000 for release days.
By July 1, 2017 have Math interventions designed into the regular school day during the last 30 minutes of school. This will be offered in our 6th period study skills course. SBAC prep will be given to all 11th graders as well.	Principal Counselors Teachers	• Place courses into the master schedule • Identify students based off of an initial diagnostic for students who need intensive math interventions • Continue to give the diagnostic assessments to track student progress	$0.00

LEA GOAL: Performance Goal 2: All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics. **LCAP Goal #2: Improve services and increase reclassification of EL students** **WASC *Critical Ares of Need #6:* Teachers will receive professional development in the areas of ELD and instructional strategies that will improve student achievement.** **WASC Critical Area of Need #8 2017 Visit: Parent and community involvement needs to increase at Portola Butler High School.**
SCHOOL GOAL 2: Teachers will receive professional development in the areas of ELD and instructional strategies that will improve student achievement.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
SBAC SRI CELDT Data EL Parent Survey results	• We are struggling to reclassify our students here at PBHS. We have not had intensive interventions for our ELD students here in the past. We have now purchased the Edge curriculum and we have a stand-alone ELL course for our LTEL's. • In the Fall of 2017 we will begin to offer an ELD Level 2 course at PBHS. We believe this will help our enrollment as we only accept Level 3 or higher at this time. • We have seen reading levels have stagnated and we are confident that we will see SRI gains on our 3rd assessment later in May. • If we do not see substantial growth in our students reading levels our graduation rate will remain stagnant and the number of students who enroll Community College will struggle with their studies. • Approximately 24% of our students are reading at grade level per the SRI data.	SBAC SRI CELDT

STRATEGY 2.1.1: Continue our work with an EL Specialist to insure that the EL Master Plan is fully implemented.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
Continue or work with the El Specialist at .4 FTE during the 2017-18 school-year.	Director of Ed. Services Principal El Specialist	Establish an accountability system for monitoring that the tasks and responsibilities found in the EL Master Plan are being accomplished. By May 2016 the EL Specialist will review the annual evaluation of the EL Program as outlined in the EL Master Plan as it pertains to PBHS. Use the evaluation results to modify the EL Master Plan as necessary.	$15,000 EIA-LEP, Title 1 & Title III $500 ELSSA EIA/LEP, Title I and Title III

STRATEGY 2.2.1: Provide ELD to all English Learners.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. Create a plan to provide ELD to all English Learners.	Principal EL Specialist Teachers	Analyze the language proficiency levels and academic needs of all English Learners. Provide necessary professional development in the Next Generation ELD standards. By September 30, 2017continue to provide ELD to all English Learners which includes: • Necessary purchase of materials • Professional development • Description of how the ELD instruction will be monitored and evaluated. By May, 2017, evaluate the plan to provide ELD to all English Learners and modify as necessary.	$10,000 Title III
2. Purchase eReaders and eBooks for our ELD students	Principal	By August 2016 purchase eReaders and EBooks for each ELD student so they can have access to a print rich environment.	$20,000 Title 1 and Title III Funding

STRATEGY 2.2.2: Continue to build a strong ELAC

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. Build a strong ELAC that supports all students learning	Principal EI Specialist PBHS Staff	By November 2017 have in place an ELAC that is trained and understands their important role in the decision making process at PBHS.	Title I $2,000 for meeting supplies

LEA GOAL: Performance Goal 3: ***By 2017-18 all students will be taught by highly qualified teachers.*** LCAP Goal #1: Students will be taught by Highly Qualified Teachers WASC *Critical Ares of Need #2: ELA and math proficiency is low. Staff needs professional development in CCSS; PLC collaboration time to develop pacing guides for CCSS instruction.* WASC Critical Areas of Need #6: Expand Common Core State Standards teaching strategies to include all classes taught at PBHS. WASC Critical Areas of Need #1 (2017): Consider using the APEX online program for credit recovery and provide more direct instruction.
SCHOOL GOAL 3: Increase the school wide implementation of research-based instructional strategies including Constructing Meaning and the Professional Learning Community implementation and the transition to the CCSS.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
The spring 2015 WASC VC report. The Spring 2017 WASC VC Report CM data Walk-through data	• The staff has been trained in CM, but the strategies are being used sparingly in the classroom. • The strategies are being used in our new ELD Edge curriculum courses. • The staff is using the PLC process to address the new CCSS College and Career Readiness Standards in Reading and Writing. • We need to continue to work on the CCSS College and Career Readiness Standards in Reading and Writing as the staff really struggled with this concept and how it applies to an accelerated continuation high school curriculum.	• PLC logs • Classroom walk-throughs • Formative assessment data of the CCSS

STRATEGY 3.1.1 Provide training and ongoing support for CM implementation, the CCSS and teacher collaboration (PLCs).

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. Provide training and ongoing support for CM implementation. transition to the CCSS and teacher collaboration (PLCs). 2. Regular collaboration to address issues.	• Principal • Instructional coach • EI Specialist • Teachers	By October 2017 Analyze the current level of CM implementation. Develop and publish a plan to increase the level through training and ongoing support. The plan includes: • Training for new teachers • CM walkthroughs by administrator • sign-ins, and note taking sheets for each PLC • Evaluation of the level of CM. • Administrator will share CM implementation data with staff on a monthly basis. • Collaboration calendar will identify CM focus for each month	.4 Instructional Coach or el Specialist. $15,000 Title I funding $1000 CM materials Title I funding 2-sub days for training of new teachers $500.
1. Continue the implementation of CCSS and CCR Standards.	Principal	By September 30, 2017, develop and publish the 2017-18 plan for implementation of the CCSS by content area including training and ongoing support across the curriculum.	Subs/extra time/registration fees during school year Title I: $2000

STRATEGY 3.1.2 Implement collaboration time for horizontal articulation.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. By June 2018 improve the level of implementation of the PLCs	Principal Teachers	By July 30, 2017, analyze level of implementation of the PLCs Use data from analysis of level of implementation of the PLCs to set 1-2 PLC goals for 2017-18 and a support plan including any needed materials or professional development. Train all teachers to fully use Illuminate for the development of benchmark exams and the creation and analysis of reports of individual student and subgroup performance. Monitor quality use of PLC time through PLC sign-ins, agendas, minutes and next steps. By May, 2018, repeat analysis of level of implementation of PLCs activity completed in the fall and set goals for 2018-19. Purchase document cameras for all teachers (4) to use illuminate assessment system. Purchase three (3) SMART Boards for the rest of the site	Title 1 Funds-substitute costs or per hour rate for PD during the summer Substitute Rate $1,200 or Hourly Rate $1,428 Title 1 Approximately $3,000. Title 1 and General Funds
2. By July 2017 improve the level of implementation of Apex.	Principal	By July 2017 complete the Apex curriculum collaboration calendar for teachers to collaborate on a monthly basis.	
3. By December 2017 begin using a blended model approach with Apex courses	Principal Staff Teachers	By December 2017, the teachers will be able to print work from the Apex courses and teach these lessons to our students.	

LEA GOAL: Performance Goal 4: ***All students will be educated in learning environments that are safe, drug-free, and conducive to learning.*** ***LCAP Goal #1:*** **Add programs to motivate more students to go to Universities** WASC ***Critical Ares of Need # 3: Teachers need to develop and implement frequent formative assessments. Data generated by these assessments inform instructional practices to ensure that students can demonstrate learning in a number of different ways.***
SCHOOL GOAL 4: All students will be educated in learning environments that are safe, drug-free, and conducive to learning.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
• Portola-Butler 2015-16 SARC • Portola Butler data Dashboard • CDE Data Quest Website	• The suspension rate was 9.8% in 2015-16. This is up from 7.2% in 2014-15. • The staff equates this two now having a stable administration with many of our students given 2nd and 3rd chances before suspension. Many of these suspensions were because all other means of correction did not modify the students behavior. • The dropout rate fell from 14.3% in 2012-13 to 10.1% in 2013-14. In 2014-15 there was another small dip to 9.8%. The staff believes this could be from a lack of rigor in many of the courses taught at PBHS during this time period.	• Review of the CDE data quest website to monitor suspension, expulsion and dropout rates. • Review of AERIES data

STRATEGY 4.1.1: Utilize existing technology to improve communication with all parents and to increase their knowledge of school events and programs.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. Continue to increase parent/staff communication.	• Dir. Alt. Placement • Office Staff • Teachers • Counselors	• Principal/Designee continue to call parents in person by phone to build relationships with our families and the community. • Teachers and office staff will use AERIES to document student progress every five weeks and mail these progress reports with letter grades. • Maintain school website with a bi-monthly newsletter from the Principal, counselors and teachers with a calendar of events. • Counselors will schedule students into their courses and the use of handwritten progress reports and End of Course statements will no longer be used to document student progress or final grades. • Counselors will communicate a student's progress on their Individual Learning Plan. • Parent nights will be instituted once a month by the principal to meet and confer with parents about school issues that are centered on student achievement.	$1,000. Unrestricted lottery and Title 1 funds for materials for parent events

STRATEGY 4.2.1: Continue to explore opportunities for student activities and involvement.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. With the use of a new Bell Schedule students can be involved in student government and clubs on campus.	• Dire. Alt. Placement • Teachers • Office Staff	• By September 15, 2017 hold student election for student government positions and the SSC member. • Work with the student ASB in developing activity plan. • Work with staff to create clubs and work with service organizations to promote PBHS. • PBIS (Knights Honor) recognition	$1,500 Unrestricted Lottery $1,000 Unrestricted Lottery

STRATEGY 4.3.1: Maintain a functioning School Site Council as a tool for shared staff-parent decision making.			
Action/Date	**Person(s) Responsible**	**Task/Date**	**Cost and Funding Source (Itemize for Each Source)**
1. Maintain a functioning SSC.	• Dir. Alt. Placement • El Specialist	By August 1, 2017, and continue the process of forming/maintaining a strong SSC: • Hold staff, parent, and student elections as necessary. • Provide required training. • Develop a calendar of 2016-17 meetings with draft topics which will enable the SSC to perform all of its responsibilities.	$1,500 Unrestricted Lottery for materials for parent events and SSC meetings

LEA GOAL: Performance Goal 5: ***All students will graduate from high school.***

LCAP Goal; Offer college and career pathway courses to prepare students for college and career.

WASC ***Critical Ares of Need #3: Teachers need to develop and implement frequent formative assessments. Data generated by these assessments inform instructional practices to ensure that students can demonstrate learning in a number of different ways.***

SCHOOL GOAL: The graduation rate will improve from 88% in 2015-16 to 90% in 2017-18

What data did you use to form this goal?	**What were the findings from the analysis of this data?**	**How will the school evaluate the progress of this goal?**
Portola-Butler data profile for 2017 2015-16 SARC	• The graduation rate increased form 82.6% in 2012-13 to 84.8% in 2014-15. In 2015-16 our graduation rate increased to 88%. However, this graduation rate is the districts graduation rate and is not specific to PBHS. • Reduce truancy issues with current and incoming PBHS students	• The annual graduation rate • Continue truancy letter parent and student meetings

STRATEGY 5.1.1: All students will receive a tiered set of timely and appropriate academic interventions to insure ongoing achievement and graduation.			
1. Develop a system for monitoring formative assessment, progress, credit and performance.	• Principal	• Visit other alternative programs by November 2017 to gather evidence on how to monitor academic progress and provide interventions. • Continue to develop and Individual Learning Plan for each student that is updated at the quarter and develop interventions based on individual student need.	$1000 Title I

STRATEGY 5.2.1: explore options to provide (A- G courses.)			
1. Explore providing lab science class.	• Principal	• By October 2017, continue to develop opportunities for students to take lab classes through APEX • Purchase the lab documents from Apex	Cost is included in APEX $1,000 Unrestricted lottery and Title 1.

STRATEGY 5.3.1: Increase opportunity credit accrual.			
Action/Date	**Person(s) Responsible**	**Task/Date**	**Cost and Funding Source (Itemize for Each Source)**
1. Implementation of APEX	• Principal	• Provide professional development for all teachers in the use of APEX. • The students will be using the APEX credit recovery system. • PD from Apex trainers on their Blended learning model.	$6000 from Title I $2,000 to purchase 300 licenses Title II $1,000 for sub-coverage for PD

STRATEGY 5.4.1: Improve intra-district transition from the comprehensive sites to Portola-Butler			
Action/Date	**Person(s) Responsible**	**Task/Date**	**Cost and Funding Source (Itemize for Each Source)**
1. revise a document for entering and exiting Portola Butler. 2. Continue to train the site counselor liaisons in the protocol for transferring to PBHS.	• Principal • Counselors	• By September 2017 revised written document will be completed.	$0

School Goal # 1: By June 2017, EL students will reach the targets for AMAO 1, 2, and make progress towards meeting the target for AMAO 3 ELA.
The percentage of ELs meeting AMAO 1 (increasing one CELDT level per year) will increase from 59.6%% to 70%.
The percentage of ELs meeting AMAO 2 (achieving levels 4/5 on the CELDT) will increase from 44.9% t0 55%.
The percentage of ELs meeting AMAO 3 (at the proficient or advanced level on the ELA CST) will increase from 4% to 20%. (The target for 2015-16 is 100 %.)
The percentage of ELs meeting AMAO 3 (at the proficient or advanced level on the Math CSTs) will increase from 0% to 10%. The target for 2015-16 is 100 %.

Actions to be Taken to Reach This Goal[1] Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing, and Professional Development)	Start Date[2] Completion Date	Proposed Expenditures	Estimated Cost	Funding Source (itemize for each source)
1. Provide Portola-Butler with a part-time EL Specialist to insure that every EL is identified and served as described in the EL Master Plan and to provide ongoing training and support to teachers.	Aug – May 2016-17	Continue working with the EL Specialist	$15,000	Title 1

[1] See Appendix A: Chart of Legal Specifics for the Single Plan for Student Achievement for content required by each program or funding source supporting this goal.
[2] List the date an action will be taken, or will begin, and the date it will be completed.

Form C: Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. The totals on these pages should match the cost estimates in Form A and the school's allocation from the ConApp.

Note: for many of the funding sources listed below, school districts may be exercising Categorical Program Provisions options (flexibility), which are described at: http://www.cde.ca.gov/fg/aa/co/ca12sguiappcatprog.asp

State Programs	Allocation
☐ **California School Age Families Education** Purpose: Assist expectant and parenting students to succeed in school	$
☐ **Economic Impact Aid/State Compensatory Education (EIA-SCE)** Purpose: Help educationally disadvantaged students succeed in the regular program	$
☐ **Economic Impact Aid/Limited English Proficient (EIA-LEP)** Purpose: Develop fluency in English and academic proficiency of English learners	$
☐ **Peer Assistance and Review** Purpose: Assist teachers through coaching and mentoring	$
☐ **Professional Development Block Grant** Purpose: Attract, train, and retain classroom personnel to improve student performance in core curriculum areas	$
☐ **Pupil Retention Block Grant** Purpose: Prevent students from dropping out of school	$
☐ **Quality Education Investment Act (QEIA)** Purpose: Funds are available for use in performing various specified measures to improve academic instruction and pupil academic achievement	$
☐ **School and Library Improvement Program Block Grant** Purpose: Improve library and other school programs	$
☐ **School Safety and Violence Prevention Act** Purpose: Increase school safety	$
☐ **Tobacco-Use Prevention Education** Purpose: Eliminate tobacco use among students	$
☐ **List and Describe Other State or Local Funds** (e.g., Career and Technical Education [CTE], Gifted and Talented Education [GATE])	$
Total amount of state categorical funds allocated to this school	$

Federal Programs	Allocation
☒ **Title I, Part A: Allocation** Purpose: To improve basic programs operated by local educational agencies (LEAs)	$17,042
☒ **Title I, Part A: Parental Involvement** (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	
☒ **For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development** (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	
☐ **Title II, Part A: Improving Teacher Quality** Purpose: Improve and increase the number of highly qualified teachers and principals	$
☒ **Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students** Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards	$2,156
☐ **Title VI, Part B: Rural Education Achievement Program** Purpose: Provide flexibility in the use of ESEA funds to eligible LEAs	$
☐ **For School Improvement Schools only: School Improvement Grant (SIG)** Purpose: to address the needs of schools in improvement, corrective action, and restructuring to improve student achievement	$
☐ **Other federal funds** (list and describe)	$
☐ **Other federal funds** (list and describe)	$
☐ **Other federal funds** (list and describe)	$
Total amount of federal categorical funds allocated to this school	$
Total amount of state and federal categorical funds allocated to this school	$19,203

Note: Other Title I-supported activities that are not shown on this page may be included in the SPSA Action Plan.

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.[3] The current make-up of the SSC is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Steve James, Ed.D	☒	☐	☐	☐	☐
Jessica Chavez	☐	☐	☒	☐	☐
Keith Jagger	☐	☒	☐	☐	☐
Randy Rigdon	☐	☒	☐	☐	☐
Alicia Gallardo	☐	☐	☐	☒	☐
Raquel Sandoval	☐	☐	☐	☒	☐
Nick Krohn	☐	☐	☐	☐	☒
Charles Jose	☐	☐	☐	☐	☒
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
Numbers of members in each category	1	2	1	2	2

[3] *EC* Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

   ☐ State Compensatory Education Advisory Committee _____ Signature

   ☐ English Learner Advisory Committee _____ Signature

   ☐ Special Education Advisory Committee _____ Signature

   ☐ Gifted and Talented Education Advisory Committee _____ Signature

   ☒ District/School Liaison Team for schools in Program Improvement _____ Signature

   ☐ Compensatory Education Advisory Committee _____ Signature

   ☐ Departmental Advisory Committee (secondary) _____ Signature

   ☐ Other committees established by the school or district (list) _____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on: 5/6/2016.

Attested:

Steve James, Ed.D		5/9/2017
Typed name of School Principal	Signature of School Principal	Date
Jessica Chavez		5/9/17
Typed name of SSC Chairperson	Signature of SSC Chairperson	Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Pinnacle Charter School Site Plan for Student Achievement

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

X 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 Single Plan for Student Achievement is a requirement that each school develop goals, objectives and a plan to use categorical funds for student improvement. This plan is based on achievement data and written with input from staff and the School Site Council.

Recommendation:
It is recommended that the Board of Education approve the Pinnacle Charter School Single Plan for Student Achievement.

Fiscal Impact:
This is required to approve expenditures of State and Federal program funds.

Submitted By:

Diana M. Jiménez
Director of Educational Services

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

PINNACLE ACADEMY CHARTER HIGH SCHOOL
2017-18

Single Plan for Student Achievement

The Single Plan for Student Achievement

School: PINNACLE ACADEMY CHARTER HIGH SCHOOL

District: South Monterey County Joint Union High School District

County-District School (CDS) Code: 27 66068 0134254

Principal: Steve James

Date of this revision: May 10, 2017

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Steve James

Position: Principal

Telephone Number: 831-385-4661

Address: 760 Broadway Street, King City, CA 93930-3311

E-mail Address: sjames@smcjuhsd.org

The District Governing Board approved this revision of the SPSA on _____

Table of Contents

School Site Planned Improvements in Student Performance

Centralized Services for Planned Improvements in Student Performance

Form C: Programs Included in This Plan

Form D: School Site Council Membership

Form E: Recommendations and Assurances

Form A: Planned Improvements in Student Performance

The School Site Council and staff have analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, the following school goals, related actions, and expenditures have been adopted to raise the academic performance of students not yet meeting state standards:

Schoolwide Critical Areas for Follow-up Initial Visit 2017

1. The school needs more stakeholder involvement.
2. The school needs to provide computer access for all students.
3. The school needs to continue to train teachers in appropriate methods and use of SLO's.
4. The school needs to have regular meetings with teachers to discuss curriculum and methods.
5. The school needs to collect, analyze data and modify instruction as needed.

LCAP Goals: 2014-2017

Goal 1: The conditions for learning will be improved for students

a. Reduce class size
b. Students will be taught by Highly Qualified Teachers
c. Add programs to motivate more students to go to Universities
d. More professional development with accountability
f. Increase core content courses and decrease remedial classes to increase advanced placement course offerings
g. Offer college and career pathway courses to prepare students for college and career
h. Replace the fire alarm system at Greenfield High School
i. Security on high school campuses

Goal 2 Pupil outcomes on standardized test and in core content areas will increase. Eliminate the achievement gap among students.

a. Increase student achievement
b. Improve services and increase reclassification of EL students
c. Increase student advancement into college

Goal 3 School faculty and staff, parents and students will increase engagement in learning

a. Increase parent engagement in student learning process
b. Increase student attendance

LEA GOAL: English Language Arts (ELA). ***All students will meet or exceeds standards in ELA by 2017-18 as measured by SBAC*** *and local benchmarks.* *LCAP Priority: Goal #2 Pupil outcomes on standardized tests and in core content areas will increase. Eliminate the achievement gap among students.* *WASC Critical Areas of Need: #4The school needs to have regular meetings with teachers to discuss curriculum and methods.* *#5The school needs to collect, analyze data and modify instruction as needed.*

SCHOOL GOAL 1A:
SBAC Goal. By June 2018 improve school-wide student achievement in ELA by 5% as measured by the SBAC

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
• 2017 SBAC Results for ELA • SRI • CELDT • Formative Assessments	• We currently do not have any SBAC data based on the students attendance in Pinnacle Academy. Once the data is in from the 2017 ELA SBAC we will work towards a 5% increase in our overall scores. • Once the data is published we will meet with the SSC to modify our SPSA.	• Results on school-wide writing benchmarks • Results on common formative assessments. • SRI Data • Benchmarks • ELA SBAC

STRATEGY 1A.1.1. During 2017-18, Pinnacle Academy will create and modify ELA instructional pacing guides. We will create school-wide writing benchmarks and common formative assessments. The pacing guides and the results of the formative and benchmark assessments will be the focus of PLC work.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1a.1.1 By December 2017, pacing guides will be created, revised/modified as needed for all grades 1a.1.2 By December 2017 school-wide writing benchmarks will be created for all grades.	Principal Staff ELD Specialist	• ELA teachers to create, revise, modify pacing guides before the beginning of the school year. • Professional Development (PD) for all ELA teachers in creation and use the pacing guides. • Create school-wide writing benchmarks aligned with the SBAC claims. • PD for all ELA teachers on the protocols and scoring of ELA benchmarks. • PD for all ELA teachers on the IAB formative assessments • PD for teachers in the use of Illuminate to access data from formative assessments.	Title I • Release days/substitutes • $1,500. Title 1 if needed for benchmarks. • Release days/substitutes • $$2,000

LEA GOAL: Performance Goal 1: Mathematics: ***All students will attain Standard Met (level 3) in mathematics by 2017-18.***

LCAP Goal #2: ***Increase student achievement***

WASC ***Critical Areas of Need:*** *#4. The school needs to have regular meetings with teachers to discuss curriculum and methods.*
#5. The school needs to collect, analyze data and modify instruction as needed.

SCHOOL GOAL 1B: By June 2018 improve school-wide student achievement in all areas in mathematics by 2%.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
Math SBAC results from 2016-17 school-year.	• We currently do not have any school-wide data for our students in Pinnacle Academy. We will work to increase by 2% from the data we will receive from the 2016-17 mathematics SBAC, • We will meet with the SSC to update this goal in the Fall of 2017.	Math SBAC Summative Assessment results Collegial learning walks Administrative CM walkthroughs Local quarterly benchmark results

STRATEGY 1B.1.1 During the 2017-18 school year instructional pacing and student study guides will be developed and district benchmarks will be used as formative assessments.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
By October 15, 2017, pacing guides will be revised/modified as needed for math.	Principal Staff Math Instructional Coach	• Teacher's need to be trained in the Mathematics Visions Project (MVP) • Create Math 1 pacing guides • Train any new teachers in the pacing guides.	Title 1 – Approximately $500. Per day for 2 Days for a total of $1,000
By September 15, 2017, develop study guides for students in an Independent Study (I.S.) program.	Principal Staff Math Instructional Coach	• Develop study guides based on the MVP curriculum to assist students with independent practice (HW).	Title 1 Approximately $1,000 for release days
By September 15, 2017 revise Math 1 benchmark #1.	Principal Staff Math Instructional Coach	• Revise the comprehensive Math 1 benchmark to meet the needs of the students at PBHS. • Math 1 benchmark must be uploaded to illuminate for data analysis • Math 1 teacher will meet with the principal to review the assessment results.	Title 1 Approximately $1,000 for release days

LEA GOAL: Performance Goal 2: All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

LCAP Goal #2: Improve services and increase reclassification of EL students

WASC *Critical Ares of Need:* *#1. The school needs more stakeholder involvement.*
#4. The school needs to have regular meetings with teachers to discuss curriculum and methods.
#5. The school needs to collect, analyze data and modify instruction as needed.

SCHOOL GOAL 2: Teachers will receive professional development in the areas of ELD and instructional strategies that will improve student achievement.

What data did you use to form this goal?	**What were the findings from the analysis of this data?**	**How will the school evaluate the progress of this goal?**
SBAC SRI CELDT Data EL Parent Survey results	• We do have ELD student enrolled in Pinnacle Academy. All of the students enrolled are CELDT Level III or higher because of the nature of independent study. • Some of our students reading levels are below the SRI level score of 1000. This could be detrimental to a struggling reader only meeting with a teacher for 1-hour a week.	SBAC SRI CELDT

STRATEGY 2.1.1: Provide ELD to all English Learners.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. Create a plan to provide ELD to all English Learners.	Principal EL Specialist Teachers	Analyze the language proficiency levels and academic needs of all English Learners. Provide necessary professional development in the Next Generation ELD standards. By September 30, 2017continue to provide ELD to all English Learners which includes: • Necessary purchase of materials	Through CELDT Process $2,500 Title III

2. Purchase eReaders and eBooks for our ELD students		• Professional development • Description of how the ELD instruction will be monitored and evaluated. By May, 2017, evaluate the plan to provide ELD to all English Learners and modify as necessary. By August 2016 purchase eReaders and EBooks for each ELD student so they can have access to a print rich environment.	$10,000 Title I and Title III Funding

STRATEGY 2.2.2: Continue to build a strong ELAC

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
Build a strong ELAC that supports all students learning	Principal El Specialist PBHS Staff	By November 2017 have in place an ELAC that is trained and understands their important role in the decision making process at PBHS.	Title I $1,000 for meeting supplies

LEA GOAL: Performance Goal 3: ***By 2017-18 all students will be taught by highly qualified teachers.***

LCAP Goal #1: Students will be taught by Highly Qualified Teachers

WASC *Critical Ares of Need:* ***#3. The school needs to continue to train teachers in appropriate methods and use of SLO's.***
#4. The school needs to have regular meetings with teachers to discuss curriculum and methods.
#5. The school needs to collect, analyze data and modify instruction as needed.

SCHOOL GOAL 3: Increase the school wide implementation of research-based instructional strategies including Constructing Meaning and the Professional Learning Community implementation and the transition to the CCSS.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
The Initial WASC Report 2017.	• The staff has not been formally trained in CM, but the strategies are being introduced in staff meetings. • The teachers need trained in the EDGE Program for ELD students. • We are just beginning the PLC process with the team as it pertains to data collection for independent study program students.	• PLC logs • Classroom walk-throughs • Illuminate data • Formative assessment data of the CCSS

STRATEGY 3.1.1 Provide training and ongoing support for CM implementation, the CCSS and teacher collaboration (PLCs).

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. Provide training and ongoing support for CM implementation. transition to the CCSS and teacher collaboration (PLCs).	• Principal • Instructional coach • EI Specialist • Teachers	By October 2017 Analyze the current level of CM implementation. Develop and publish a plan to increase the level through training and ongoing support. The plan includes: • Training for new teachers • CM walkthroughs by administrator • sign-ins, and note taking sheets for each PLC • Evaluation of the level of CM. • Administrator will share CM implementation data with staff on a monthly basis.	$1000 CM materials Title I funding 2-sub days for training of new teachers $1,000.
2. Regular collaboration to address issues.		• Collaboration calendar will identify CM focus for each month	

LEA GOAL: Performance Goal 4: ***All students will be educated in learning environments that are safe, drug-free, and conducive to learning.***

LCAP Goal #1: **Add programs to motivate more students to go to Universities**

WASC ***Critical Ares of Need:***

#1. The school needs more stakeholder involvement.
#2. The school needs to provide computer access for all students.
#4. The school needs to have regular meetings with teachers to discuss curriculum and methods.
#5. The school needs to collect, analyze data and modify instruction as needed.

SCHOOL GOAL 4: All students will be educated in learning environments that are safe, drug-free, and conducive to learning.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
• We are a new school and there isn't any current data. We will revisit this with our SSC in the Fall of 2017.	• No data at this time	• Review AERIES Data • 2017-18 Data Dashboard

STRATEGY 4.1.1: Utilize technology in the classroom and provide technology for those students who do not have access at home.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. By October 2017, purchase Surface computers for use in the classrooms.	Principal IT Director CBO Staff	• Through the independent study process our students need access to online learning.	Purchase 200 APEX Licenses $1,500 from Title II
2. Purchase 15 Surfaces for classroom and home use.	Principal IT Director CBO	• Our students need access to surfaces (computers) in the classroom and at home.	15 surfaces $15,000 Title I and Unrestricted Lottery.

STRATEGY 4.2.1: Maintain a functioning School Site Council as a tool for shared staff-parent decision making.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
1. Maintain a functioning SSC.	• Dir. Alt. Placement • EI Specialist • Staff	By August 1, 2017, and continue the process of forming/maintaining a strong SSC: • Hold staff, parent, and student elections as necessary. • Provide required training. • Develop a calendar of 2017-18 meetings with draft topics which will enable the SSC to perform all of its responsibilities.	$1,000 Unrestricted Lottery for materials for parent events and SSC meetings

LEA GOAL: Performance Goal 5: ***All students will graduate from high school.***

LCAP Goal; Offer college and career pathway courses to prepare students for college and career.

WASC *Critical Ares of Need:*
#1. The school needs more stakeholder involvement.
#2. The school needs to provide computer access for all students.

SCHOOL GOAL: We will prepare all of our students for graduation. In 2018 we will graduate 95% of our students.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
We are in our first year as a school and we do not have seniors who will be graduating from Pinnacle Academy.	• We will work with our staff and parents to ensure that 95% of our students graduate during the 2017-18 school-year.	AERIES Data Dashboard Data

STRATEGY 5.1.1: explore options to provide (A- G courses.)

1. Explore providing lab science class.	• Principal • CBO	• By October 2017, continue to develop opportunities for students to take lab classes through APEX • Purchase the lab documents from Apex • In addition, find science teachers at the comprehensive sites who will perform labs with our students after school or on Saturdays.	Cost is included in APEX $1,000 Unrestricted lottery and Title 1. $1,500 Unrestricted Lottery and Title I
2. Teachers will email students who are not completing their school-work in a timely manner.	• Principal • Teachers • Staff	• All teachers will notify students if their work is not completed to school standard.	$0.00

Form C: Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. The totals on these pages should match the cost estimates in Form A and the school's allocation from the ConApp.

Note: for many of the funding sources listed below, school districts may be exercising Categorical Program Provisions options (flexibility), which are described at: http://www.cde.ca.gov/fg/aa/co/ca12sguiappcatprog.asp

State Programs	Allocation
☐ **California School Age Families Education** Purpose: Assist expectant and parenting students to succeed in school	$
☐ **Economic Impact Aid/State Compensatory Education (EIA-SCE)** Purpose: Help educationally disadvantaged students succeed in the regular program	$
☐ **Economic Impact Aid/Limited English Proficient (EIA-LEP)** Purpose: Develop fluency in English and academic proficiency of English learners	$
☐ **Peer Assistance and Review** Purpose: Assist teachers through coaching and mentoring	$
☐ **Professional Development Block Grant** Purpose: Attract, train, and retain classroom personnel to improve student performance in core curriculum areas	$
☐ **Pupil Retention Block Grant** Purpose: Prevent students from dropping out of school	$
☐ **Quality Education Investment Act (QEIA)** Purpose: Funds are available for use in performing various specified measures to improve academic instruction and pupil academic achievement	$
☐ **School and Library Improvement Program Block Grant** Purpose: Improve library and other school programs	$
☐ **School Safety and Violence Prevention Act** Purpose: Increase school safety	$
☐ **Tobacco-Use Prevention Education** Purpose: Eliminate tobacco use among students	$
☐ **List and Describe Other State or Local Funds** (e.g., Career and Technical Education [CTE], Gifted and Talented Education [GATE])	$

	Total amount of state categorical funds allocated to this school	$
Federal Programs		**Allocation**
☒	**Title I, Part A: Allocation** Purpose: To improve basic programs operated by local educational agencies (LEAs)	$6,037.38
☒	**Title I, Part A: Parental Involvement** (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	[redacted]
☒	**For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development** (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	
☐	**Title II, Part A: Improving Teacher Quality** Purpose: Improve and increase the number of highly qualified teachers and principals	$
☐	**Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students** Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards	$
☐	**Title VI, Part B: Rural Education Achievement Program** Purpose: Provide flexibility in the use of ESEA funds to eligible LEAs	$
☐	**For School Improvement Schools only: School Improvement Grant (SIG)** Purpose: to address the needs of schools in improvement, corrective action, and restructuring to improve student achievement	$
☐	**Other federal funds** (list and describe)	$
☐	**Other federal funds** (list and describe)	$
☐	**Other federal funds** (list and describe)	$
	Total amount of federal categorical funds allocated to this school	$
	Total amount of state and federal categorical funds allocated to this school	$6,037.38

Note: Other Title I-supported activities that are not shown on this page may be included in the SPSA Action Plan.

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.[1] The current make-up of the SSC is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Steve James, Ed.D	☒	☐	☐	☐	☐
Hortencia Lopez	☐	☐	☒	☐	☐
Jennifer Jones	☐	☒	☐	☐	☐
Alex Miller	☐	☒	☐	☐	☐
Tomas Mandujano	☐	☐	☐	☒	☐
Heraclio Puga	☐	☐	☐	☒	☐
Jose Puga	☐	☐	☐	☐	☒
Carlos Martinez	☐	☐	☐	☐	☒
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
Numbers of members in each category	1	2	1	2	2

[1] *EC* Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

   ☐ State Compensatory Education Advisory Committee _____ Signature

   ☐ English Learner Advisory Committee _____ Signature

   ☐ Special Education Advisory Committee _____ Signature

   ☐ Gifted and Talented Education Advisory Committee _____ Signature

   ☒ District/School Liaison Team for schools in Program Improvement _____ Signature

   ☐ Compensatory Education Advisory Committee _____ Signature

   ☐ Departmental Advisory Committee (secondary) _____ Signature

   ☐ Other committees established by the school or district (list) _____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on: 5/6/2016.

Attested:

Steve James, Ed.D		
Typed name of School Principal	Signature of School Principal	Date
Hortencia Lopez		
Typed name of SSC Chairperson	Signature of SSC Chairperson	Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of College & Career Access Pathways Partnership Agreement with Hartnell College

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

X 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:
AB 288 allows for a school district and a community college to enter into a partnership to allow our students to access college courses during the school day that will eventually lead them into the community college. Courses would be taught on our high school campuses and opened exclusively to our students.

The partnership was an information item on the April board agenda and was listed as a public hearing on the current board agenda,

This could impact staffing on our campuses, dependent on enrollment.

Recommendation:
The recommendation is being made for the Board of Education to approve the College & Career Access Pathways Partnership Agreement with Hartnell College.

Fiscal Impact:
None

Submitted By:

Daniel R. Moirao, Ed.D.
Superintendent

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

HARTNELLCOLLEGE

memorandum

date May 8, 2017

to Dr. Daniel R. Moirao
Superintendent
South Monterey County Joint Union High School District
800 Broadway Street
King City, CA 93930

from Laura Warren
Administrative Services

subject Dual Enrollment College & Career Access Pathways Partnership Agreement

Please find enclosed two *original Dual Enrollment College & Career Access Pathways Partnership Agreement* documents which were signed by Dr. Willard Lewallen on May 5, 2017.

After fully executed, please return a copy to our office in the enclosed pre-addressed envelope.

Thank you very much,

DUAL ENROLLMENT
COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT

This is a "College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between Hartnell Community College District hereinafter known as "College" and South Monterey County Joint Union High School District hereinafter known as "District."

For clarity this document includes all sections of Education Code 76004.

AB 288, Holden. Public schools: College and Career Access Pathways partnerships filed with the California Secretary of State October 8, 2015. Section 76004 is added to the Education Code, to read:

76004. Notwithstanding Section 76001 or any other law:
(a) The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.
(b) A participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

Hartnell Community College District Board Meetings:
(a) Information Board Meeting Date: May 2, 2017
(b) Public Comment Board Meeting Date: May 16, 2017

SMCJUHS District Board Meetings:
(a) Information Board Meeting Date: April 18, 2017
(b) Public Comment Board Meeting Date: May 24, 2017

(c)(1) The CCAP partnership agreement shall outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those

students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP partnership agreement shall also establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

(a) **Total number of high school students to be served: 40 per semester.**

(b) **Total number of FTES projected to be claimed under this Agreement 3 per semester.**

(c) **Scope, nature, time, location and listing of community college courses to be offered will be appended to this document each semester during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.**

(2) The CCAP partnership agreement shall identify a point of contact for the participating community college district and school district partner.

Point of Contact: Hartnell Community College District
Name: Renate Funke
Title: Dean of Academic Affairs – South County Educational Center
Contact Information: 831-386-7101

Point of Contact: SMCJUHS District
Name: Dr. Daniel R. Moirao
Title: Superintendent
Contact Information: 831-385-0606

(3) A copy of the CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department before the start of the CCAP partnership. The chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's Office:_____
By Whom: Name:_____ Title:_____.

(d) A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils pursuant to this section or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a).

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011. Student Enrollment Fees and Student Activities Fees for high school pupils enrolled in a college course will be waived.

The college and the high school district shall share equal costs of books, supplies and materials. The College shall assume responsibility for purchasing and invoicing. At the end of the fall and spring semester the College shall invoice the District for reimbursement. Payment will be due within 30 days. The District shall be responsible to catalog, distribute, collect and store all books.

The College agrees to abide by sections (d), (e), and (f) above.

The District agrees to abide by section (f) above.

(g) The CCAP partnership agreement shall certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.

Under the terms of this Agreement, any community college instructor teaching at a high school campus must submit to a live scan fingerprint analysis, which will be kept on file at the College and the District.

(h) The CCAP partnership agreement shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

(i) The CCAP partnership agreement shall certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. The District shall recruit qualified college instructors.

(j) The CCAP partnership agreement shall include a certification by the participating community college district of all of the following:
(1) A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

The College hereby certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at the College.

(2) A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership.

The College hereby certifies that college departments offering the courses listed in Appendix A of this Agreement do not have completely oversubscribed sections prior to commencement of the semester.

(3) Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.

The College hereby certifies that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible students at the College.

(k) The CCAP partnership agreement shall certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

The District and the College hereby certify that this Agreement complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this document.

Further, the College hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges" dated January 2012.

(l) The CCAP partnership agreement shall specify both the following:
(1) Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

The District will be the employer of record for all District-paid teachers participating in this Agreement.

The College will be the employer of record for all community college-paid faculty teaching at the high schools listed in this Agreement.

(2) Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

The District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

The College participating in this Agreement will direct the respective college departments to conduct evaluation of all faculty teaching under this Agreement according to the regular college faculty evaluation guidelines and timelines.

(3) The participating college will obtain FERPA releases on all high school students taking college courses.

The College participating in this Agreement will share attendance information with the District high schools.

(m) The CCAP partnership agreement shall certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both based on an interim assessment in grade 10 or 11, as determined by the partnering school district, and the delivery of these remedial courses shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course(s) as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon high school graduation.

The District and the College hereby certify that any remedial course taught by community college faculty at King City or Greenfield High School shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the District, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course(s) as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

(n) (1) A community college district may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.
(2) For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with

those units of full-time equivalent students attributable to the attendance of eligible high school pupils.
(o) A community college district may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
(1) The units constitute no more than four community college courses per term.
(2) The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.
(3) The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
(p) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

The College hereby agrees to the conditions specified above in (n)(1), (2), and (3).

(q) A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

The District and the College agree that the District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction.

The College agrees to restrict college course enrollment to pupils affected by this Agreement to no more than two college sections during the regular high school day.

Pursuant to section (0) above, pupils under this Agreement could take up to 15 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

(r) The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.

(s) All high school students enrolling in 6.0 units or more must complete the College's Step to Success process and must submit a Concurrent Enrollment packet each semester that the student enrolls.

(t) Students who need to withdrawal from their college class due to academic deficiencies must complete a total withdrawal form and submit it to the College's Admissions & Records Office immediately. Once the instructor has been alerted that the student will be withdrawing, they will then refer the student to their high school Counselor who will reassign them to another high school course.

(u) All high school students are expected to comply with Hartnell College's Standards of Student Conduct as outlined in Board Policy 5500.

(v) (1) For each CCAP partnership agreement entered into pursuant to this section, the affected community college district and school district shall report annually to the office of the Chancellor of the California Community Colleges all of the following information:
(A) The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
(B) The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
(C) The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
(D) The total number of full-time equivalent students generated by CCAP partnership community college district participants.

The College and the District agree to annually report to the office of Chancellor of the California Community College sections A through D above.

(2) On or before January 1, 2021, the chancellor shall prepare a summary report that includes an evaluation of the CCAP partnerships, an assessment of trends in the growth of special admits system-wide and by campus, and, based upon the data collected pursuant to this section, recommendations for program improvements, including, but not necessarily limited to, both of the following:
(A) Any recommended changes to the statewide cap on special admit full-time equivalent students to ensure that adults are not being displaced.
(B) Any recommendation concerning the need for additional student assistance or academic resources to ensure the overall success of the CCAP partnerships.
(3) The chancellor shall ensure that the number of full-time equivalent students generated by CCAP partnerships is reported pursuant to the reporting requirements in Section 76002.
(u) The annual report required by subdivision (t) shall also be transmitted to all of the following:
(1) The Legislature, in compliance with Section 9795 of the Government Code.
(2) The Director of Finance.
(3) The Superintendent.

(v) A community college district that violates this article, including, but not necessarily limited to, any restriction imposed by the board of governors pursuant to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.
(w) The statewide number of full-time equivalent students claimed as special admits shall not exceed 10 percent of the total number of full-time equivalent students claimed statewide.
(x) Nothing in this section is intended to affect a dual enrollment partnership agreement existing on the effective date of this section under which an early college high school, a middle college high school, or California Career Pathways Trust existing on the effective date of this section is operated. An early college high school, middle college high school, or California Career Pathways Trust partnership agreement existing on the effective date of this section shall not operate as a CCAP partnership unless it complies with the provisions of this section.
(y) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

Hartnell Community College District

Date 5 May 2017

Dr. Willard Lewallen
Hartnell College
Superintendent/President

Board Approval Date: 2 May 2017

South Monterey County Joint Union High School District

Date May 24, 2017

Dr. Daniel R. Moirao
SMCJUHSD Superintendent

Board Approval Date: May 24, 2017

Commencement date: August 14, 2017 **End Date:** December 31, 2021

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Resolution No. 25-16/17 Ordering an Election to Authorize the Issuance of School Bonds

MEETING: May 24, 2017

AGENDA SECTION:

X ACTION

☐ **INFORMATION**

☐ **ACTION/CONSENT**

GOVERNING BOARD

Board Goals:

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

Summary:
The proposed Resolution authorizes a bond measure to be placed on the ballot for the general election to be held on November 6, 2018, authorizing the issuance of General Obligation Bonds of the District for the purpose of financing designated projects of the District. The Bonds will be authorized under the provisions of Proposition 39, which requires approval of 55% or more of the voters. The Resolution specifies the principal amount of the Bonds and other specifics of the ballot measure. Appendix A to the Resolution includes the list of specific projects for which the Bonds are authorized. In order to place the bond measure on the ballot, the proposed Resolution must be adopted by at least 2/3 of the Board members. Under the Ed. Code, the adopted Resolution must be delivered to the County at least 88 days prior to the election date.

Recommendation:
It is recommended that the Board of Education approve the amended contract for Michelle Steiner.

Fiscal Impact:
If authorized, the Bonds are payable from ad valorem property taxes levied on taxpayers in the District. The County will apportion the costs of running the election among all of the agencies that have measures on the ballot, which must be paid whether or not the Bonds are authorized.

Costs of the election and pre-election costs are payable from the General Fund of the District or any other legally available source. These costs are estimated to be $20,000.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

RESOLUTION NO. 25-16/17

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, the South Monterey County Joint Union High School District (the "District"), located primarily in the County of Monterey ("Monterey County") and partially in the County of San Benito ("San Benito County" and together with Monterey County, the "Counties"), is a California public high school district organized pursuant to Sections 35000 *et seq.* of the California Education Code (the "Education Code"); and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to order elections within the District and to designate the specifications thereof, pursuant to Education Code Sections 5304 and 5322; and

WHEREAS, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes hereinafter specified, pursuant to Education Code Sections 15100 *et seq.*; and

WHEREAS, pursuant to Section 18 of Article XVI and Section 1 of Article XIIIA of the California Constitution, and Section 15266 of the Education Code, school districts may seek approval of bonds and levy an *ad valorem* tax to repay those bonds upon a 55% vote of those voting on a proposition for the purposes hereinafter specified, provided certain accountability measures are included in the proposition, including performance and financial audits and oversight by an independent citizens' oversight committee to ensure that all funds are spent properly and as promised to the voters; and

WHEREAS, the Board deems it necessary and advisable to submit such a bond proposition to the electors, which, if approved by 55% of the votes cast, would permit the District to issue its bonds; and

WHEREAS, Section 5303 of the Education Code provides that in an election to be conducted in a district located in more than one county, the elections clerks of both counties shall by mutual agreement provide for the performance of the duties incident to the preparation for and holding of all district elections; and

WHEREAS, the Board understands that the Registrar of Voters of Monterey County (the "Monterey County Registrar of Voters") shall bear primary responsibility for conducting the election; and

WHEREAS, the District desires to request that the Monterey County Registrar of Voters and the Registrar of Voters of San Benito County (the "San Benito County Registrar of Voters" and together with the Monterey County Registrar of Voters, the "Registrars of Voters") come to a mutual agreement for the performance of such elections clerk duties in connection with the bond proposition to be submitted to the voters in compliance with Section 5303 of the Education Code; and

WHEREAS, such a bond election must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election at which all of the electors of the District are entitled to vote, as required by Section 15266 of the Education Code; and

WHEREAS, on June 5, 2018, a statewide primary election is scheduled to be conducted throughout the District; and

WHEREAS, subsection (c) of Section 15100 of the Education Code provides that, before the governing board of a school district may order an election pursuant to Education Code Sections 15100 *et seq.*, it shall obtain reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor; and

WHEREAS, the Board has determined that, based upon such projections of assessed property valuation, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the maximum tax rate permitted by Section 15268 of the Education Code; and

WHEREAS, Section 9400 *et seq.* of the California Elections Code (the "Elections Code") requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the bond proposition to be submitted to the voters at the election; and

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the South Monterey County Joint Union High School District as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Specifications of Election Order; Required Certification. Pursuant to Education Code Sections 5304, 5322, 15100 *et seq.*, and 15266, a special election shall be held within the boundaries of the District on June 5, 2018, for the purpose of submitting to the registered voters of the District the bond proposition contained in Exhibit A attached hereto and incorporated herein. In accordance with Section 1 of Article XIIIA of the California Constitution, and as provided in the text of the bond proposition, the Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the bond project list set forth in the bond proposition.

Section 3. **Conduct of Election.** (a) *Request to County Officers.* Pursuant to Section 5303 of the Education Code, the Registrars of Voters are required to, and are hereby requested to, take all steps to hold the election in accordance with law and these specifications. The District hereby further requests that the Monterey County Registrar of Voters and the San Benito County Registrar of Voters come to a mutual agreement for the performance of elections clerk duties in connection with the bond proposition in compliance with Section 5303 of the Education Code.

(b) *Abbreviation of Proposition.* Pursuant to Section 13247 of the Elections Code and Section 15122 of the Education Code, the Board hereby directs the Registrars of Voters to use the following abbreviation of the bond proposition on the ballot:

> *"To repair leaking roofs, aging plumbing, and fire/ earthquake safety systems; construct, repair and equip classrooms and schools; replace aging portables; expand and build career training centers for vocational education, agriculture, and biotech; upgrade the network infrastructure, and qualify for State matching funds, shall South Monterey Joint Union High School District be authorized to issue $43,830,000 of bonds with interest rates below legal limits, independent citizens' oversight, no money used for administrator salaries or taken by the State and no increase in existing tax rates?"*

(c) *Voter Pamphlet.* The Registrars of Voters are hereby requested to reprint the full text of the bond proposition as set forth in Exhibit A in its entirety in the voter information pamphlet to be distributed to voters pursuant to Section 13307 of the Elections Code. In the event the full text of the bond proposition is not reprinted in the voter information pamphlet in its entirety, the Registrars of Voters are hereby requested to print, immediately below the impartial analysis of the bond proposition, in no less than 10-point boldface type, a legend substantially as follows:

> *"The above statement is an impartial analysis of Measure __. If you desire a copy of the measure, please call the Monterey/San Benito County Registrar of Voters at (___) ___-____/(___) ___-____ or the South Monterey County Joint Union High School District at (831) 385-0606, and a copy will be mailed at no cost to you. Measure __ is also available on the Internet at http://www2.smcjuhsd.org/."*

(d) *Accountability Safeguards.* In the event the full text of the bond proposition is not reprinted in the voter information pamphlet in its entirety, the Registrars of Voters are hereby requested to include the following statement in the ballot in compliance with Section 15272 of the Education Code:

> *"If Measure __ is approved, the Board of Trustees of the South Monterey County Joint Union High School District will appoint a citizens' oversight committee and conduct annual independent*

audits to assure that bond funds are spent only on the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and for no other purposes."

(e) *Consolidation Requirement.* Pursuant to Section 15266(a) of the Education Code, the election shall be consolidated with the statewide primary election on June 5, 2018, and pursuant to Part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the Registrars of Voters and the Board of Supervisors of the Counties are hereby requested to order consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same. The District hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

(f) *Canvass of Results.* The Board of Supervisors of each of the Counties is authorized and requested to canvass the returns of the election, pursuant to Section 10411 of the Elections Code.

(g) *Required Vote.* Pursuant to Section 18 of Article XVI and Section 1 of Article XIIIA of the California Constitution, the bond proposition shall become effective upon the affirmative vote of at least 55% of those voters voting on the proposition.

(h) *Election Costs.* The District shall pay all costs of the election approved by the Board of Supervisors of each of the Counties pursuant to Education Code Section 5421.

Section 4. Delivery of Order of Election to County Officers. The Clerk of the Board of the District is hereby directed to cause to be filed as soon as practicable, and in any event no later than March 9, 2018 (which date is not fewer than 88 days prior to the date set for the election), one copy of this Resolution to each of the Registrar of Voters, including the tax rate statement attached hereto as Exhibit B, containing the information required by Elections Code Section 9400 *et seq.* (including any such additional information required by amendments thereto prior to the delivery thereof), completed and signed by the Superintendent of the District, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of each of the Counties.

Section 5. Ballot Arguments. The President of the Board, or any member or members of the Board as the President shall designate, are hereby authorized, but not directed, to prepare and file with each of the Registrar of Voters a ballot argument in favor of the bond proposition, within the time established by the Registrars of Voters, which shall be considered the official ballot argument of the Board as sponsor of the bond proposition.

Section 6. Engagement of Professional Services. The firm of Dale Scott & Company is hereby appointed to serve as financial advisor and the firm of Orrick Herrington Sutcliffe LLC, a nationally recognized bond counsel firm, is hereby appointed to serve as bond counsel and disclosure counsel, each in connection with the bond election and, if successful, subsequent bond issuances. The Superintendent or the Chief Business Official are hereby

separately authorized and directed to execute agreements with the such firms in the respective forms on file with the Chief Business Official.

Section 7. Further Authorization. The members of the Board, the Superintendent of the District, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

Section 8. Effective Date. This Resolution shall take effect upon its adoption by a two-thirds vote.

PASSED AND ADOPTED this day, May 24, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

_____
President of the Board of Trustees of the South Monterey County Joint Union High School District

Attest:

_____
Clerk of the Board of Trustees of the
South Monterey County Joint Union High School District

EXHIBIT A

FULL TEXT OF BOND PROPOSITION

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT HIGH SCHOOL FACILITIES IMPROVEMENT INITIATIVE

This Proposition may be known and referred to as the "South Monterey County Joint Union High School District High School Facilities Improvement Initiative" or as "Measure __". *[designation to be assigned by County Registrar of Voters]*

BOND AUTHORIZATION

By approval of this proposition by at least 55% of the registered voters voting on the proposition, the South Monterey County Joint Union High School District (the "District") shall be authorized to issue and sell bonds of up to $_____ in aggregate principal amount to provide financing for the specific school facilities projects listed under the heading entitled "BOND PROJECT LIST" below (the "Bond Project List"), subject to all of the accountability safeguards specified below.

ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific facilities needs of the District, all in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Sections 15264 and following of the California Education Code (the "Education Code")).

Evaluation of Needs. The Board of Trustees of the District (the "Board") has prepared a master schools improvement plan in order to evaluate and address all of the facilities needs of the District at each campus and facility, and to determine which projects to finance from a local bond at this time. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

Limitations on Use of Bonds. Proceeds from the sale of bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Independent Citizens' Oversight Committee. The Board shall establish an independent citizens' oversight committee (pursuant to Education Code Section 15278 and following), to ensure bond proceeds are expended only for the school facilities projects listed in the Bond Project List. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board. In accordance with Section 15282 of the Education Code, the citizens' oversight committee shall consist of at least seven members and shall include a member active in a business organization representing the business community located within the District, a member active in a senior citizens' organization, a member active in a bona fide taxpayers' organization, a member that is a parent or guardian of a child enrolled in the District, and a member that is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.

Annual Performance Audits. The Board shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for performance audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the Education Code.

Annual Financial Audits. The Board shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for financial audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the Education Code.

Special Bond Proceeds Account; Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board no later than January 1 of each year, commencing on the first January 1 after the sale of the first series of bonds, stating (a) the amount of bond proceeds received and expended in that year, and (b) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent of the District shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

FURTHER SPECIFICATIONS

Single Purpose. All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to Education Code Section 15100, and all the enumerated purposes shall constitute the specific single purpose of the bonds, and proceeds of the bonds shall be spent only for such purpose, pursuant to California Government Code Section 53410.

Other Terms of the Bonds. When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum, and that interest shall be made payable at the time or times permitted by law. The bonds may be issued and sold in several series, and no bond shall be made to mature more than the statutory maximum number of years from the date borne by that bond.

BOND PROJECT LIST

The Bond Project List below lists the specific projects the District proposes to finance with proceeds of the bonds. The Bond Project List shall be considered a part of the bond proposition and shall be reproduced in any official document required to contain the full statement of the bond proposition. Listed projects will be completed as needed at a particular school or facility site according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. Any authorized repairs shall be capital expenditures. The Bond Project List does not authorize non-capital expenditures. Each project is assumed to include its share of costs of the election and bond issuance, construction-related costs, such as project and construction management, architectural, engineering, inspection and similar planning and testing costs, demolition and interim housing costs, legal, accounting and similar fees, costs related to the independent annual financial and performance audits, a contingency for unforeseen design and construction costs, and other costs incidental to and necessary for completion of the listed projects (whether the related work is performed by the District or third parties). The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. In addition, certain construction funds expected from non-bond sources have not yet been secured. Therefore, the Board cannot guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Alternatively, if the District obtains unexpected funds from non-bond sources with respect to listed projects, such projects may be enhanced, supplemented or expanded to the extent of such funds. Some projects may be subject to further government approvals, including by State officials and boards and/or local environmental or agency approval. Inclusion of a project on the Bond Project List is not a guarantee that the project will be completed (regardless of whether bond funds are available).

The specific projects authorized to be financed with proceeds of the bonds under this proposition are as follows:

King City High School

- Modernization of classrooms, career technical education and science labs
- Construction and acquisition of new classrooms
- Building infrastructure systems (HVAC, mechanical, electrical & lighting, domestic water systems, natural gas systems)
- Roofing repair
- Safety and security upgrades
- Modernization of learning commons and food service facilities
- Lighting improvements
- New food service facilities
- Network infrastructure upgrade
- Landscape, storm water systems & irrigation improvements
- Repair sidewalks & streetscape
- Improve disabled access
- Athletic facilities and field building improvements
- Modernization of student services/ administration building

Greenfield High School

- Construction and acquisition of new classrooms
- Construction and acquisition of new career technical education and science labs
- Building infrastructure systems (HVAC, mechanical, electrical & lighting, domestic water systems, natural gas systems)
- Roofing repair
- Safety and security upgrades
- Modernization of learning commons and food service facilities
- Lighting improvements
- New food service facilities
- Network infrastructure upgrade

- Landscape, storm water systems & irrigation improvements
- Repair sidewalks & streetscape
- Improve disabled access
- Athletic facilities and field building improvements
- Modernization of student services/ administration building

Portola-Butler Continuation High

- Construction and acquisition of new classrooms
- Modernization of classrooms, career technical education and science labs
- Building infrastructure systems (HVAC, mechanical, electrical & lighting, domestic water systems, natural gas systems)
- Roofing repair
- Safety and security upgrades
- Modernization of learning commons and food service facilities
- Lighting improvements
- Network infrastructure upgrade
- Landscape, storm water systems & irrigation improvements
- Repair sidewalks & streetscape
- Improve disabled access

Pinnacle Academy Charter

- Construction and acquisition of new classrooms
- Building infrastructure systems (HVAC, mechanical, electrical & lighting, domestic water systems, natural gas systems)
- Roofing repair
- Safety and security upgrades
- Modernization of learning commons and food service facilities

- Lighting improvements
- Landscape, storm water systems & irrigation improvements
- Repair sidewalks & streetscape
- Improve disabled access
- Athletic facilities and field building improvements
- Modernization of student services/ administration building

EXHIBIT B

TAX RATE STATEMENT

An election will be held in the South Monterey County Joint Union High School District (the "District") on June 5, 2018, to authorize the sale of up to $_____ in bonds of the District to finance school facilities as described in the proposition. If the bonds are approved, the District expects to issue the Bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9404 of the California Elections Code.

1. The best estimate of the tax which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is _____ cents per $100 ($_____ per $100,000) of assessed valuation in fiscal year 20__-__.

2. The best estimate of the tax rate which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is _____ cents per $100 ($_____ per $100,000) of assessed valuation in fiscal year 20__-__.

3. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is _____ cents per $100 ($_____ per $100,000) of assessed valuation.

4. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is approximately $_____.

Voters should note that estimated tax rates are based on the *ASSESSED VALUE* of taxable property on the County's official tax rolls, *not* on the property's market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax

exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Certain taxpayers may also be eligible to postpone payment of taxes. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates and the years in which they will apply, and the actual total debt service, may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Dated: _____, 2018.

_____
Superintendent
South Monterey County Joint Union High School District

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Trustees of the South Monterey County Joint Union High School District, Counties of Monterey and San Benito, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of the District duly and regularly held at the regular meeting place thereof on May 24, 2017, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours beforehand at 800 Broadway St. King City, California, a location freely accessible to members of the public, and a brief description of the adopted resolution appeared on the agenda. A copy of the agenda is attached hereto. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this _____day of _____, 2017.

_____

Clerk of the Board of Trustees
South Monterey County Joint Union High School District

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

SUBJECT: Approval of Resolution No 26-16/17, FTJ Fund Choice as a provider for 457 Retirement Contributions

MEETING: May 24, 2017

AGENDA SECTION:

X 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:
For staff members to contribute to FTJ Fund Choice, the Board needs to pass a resolution to establish a plan.

Recommendation:
It is recommended that the Board of Education approve the Resolution No 26-16-17, to establish a 457(b) Deferred Compensation Plan with FTJ Fund Choice.

Fiscal Impact:
No fiscal impact. Fees are directly removed from participant's contributions.

Submitted By:

Sherrie S. Castellanos
Chief Business Official

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

ftj FundChoice™

ADOPTING RESOLUTION

26:16/17

South Monterey County Joint Union High School District 457(b) Deferred Compensation Plan

South Monterey County Joint Union High School District by unanimous action adopts the following resolutions:

WHEREAS, South Monterey County Joint Union High School established a 457 Deferred Compensation Plan in May, 2017 and,

WHEREAS, South Monterey County Joint Union High School wishes to use *FTJ FundChoice,™ LLC* as an investment option for the plan, then:

RESOLVED that any of the following named Individuals are hereby authorized and empowered to transfer, endorse, sell, assign, set over and deliver any and all shares of any security now or hereafter standing the name of the trust and to make, execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred.

FURTHER, this policy shall remain in place until it is modified, revoked or rescinded by a future Board Resolution.

Dated and Agreed Upon

Daniel R. Moirao, Ed.D.	Superintendent
Print Name of Authorized Individual	Title
Signature	Date
Print Name of Authorized Individual	Title
Signature	Date
Print Name of Authorized Individual	Title
Signature	Date

2300 Litton Lane, Suite 102 | Hebron, KY 41048
P: 800-379-2513 | F: 859-426-2050 | ftjfundchoice.com

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Approval of Declaration of Need for Fully Qualified Educators.

MEETING: May 24, 2017

AGENDA SECTION:

X 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 attached annual Declaration must be submitted to the California Commission on Teacher Credentialing in order for the District to lawfully hire anyone who holds an Internship credential or emergency permit. It is also required in order for the district to petition for an emergency CLAD or its equivalent for employees teaching English Learners and who do not hold the proper authorization.

Education Code 44300 requires that a Declaration of Need for Fully Qualified Educators be adopted at a public meeting by the Governing Board of the District. The Declaration will be valid for no more than twelve months and shall expire on June 30 following its submission to the Commission.

Recommendation:
It is recommended that the Board of Education approve the Declaration of Need for Fully Qualified Educators as presented.

Fiscal Impact:

N/A

Submitted By:

Claudia Arellano
Sr. Director of Human Resources

Approved:

Daniel R. Moirao, Ed.D.
Superintendent

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2017-2018

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: South Monterey County Joint Union High School District District CDS Code: 66068

Name of County: Monterey County CDS Code: 027

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 24 / 2017 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2018.

Submitted by (Superintendent, Board Secretary, or Designee):

Daniel R. Moirao		Superintendent
Name	*Signature*	*Title*
(831) 385-0695	(831) 385-0606	
Fax Number	*Telephone Number*	*Date*

800 Broadway St. King City, CA 93930
Mailing Address

carellano@smcjuhsd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization: _____	
Resource Specialist	2
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	5
Special Education	3
TOTAL	10

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ■

If no, explain. We work with University Interns as our district is very small

Does your agency participate in a Commission-approved college or university internship program? Yes ■ No ☐

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.

Brandman University, San Jose State University, CSU Monterey Bay, National University, CSU Northridge, U of La Verne, CalPoly SLO

If no, explain why you do not participate in an internship program.

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Board Policies - Second Reading

MEETING: May 24, 2017

AGENDA SECTION:

X 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
X 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:
BP 0460 Local Control and Accountability Plan (revised)

BP 3260 Fees and Charges (revised)
AR 3260 Fees and Charges (revised)

AR 3350 - Travel Expenses (revised)

AR 4112.22 - Staff Teaching English Learners (new)

E 4112.9 - Employee Notification (revised)

AR 4161.1, 4361.1 - Personal Illness, Injury Leave (revised)

AR 4261.1 - Personal Illness Injury Leave (revised)

BP 5111 - Residency (revised)

BP 5111.1 - District Residency (new)

BP 5113 - Absences and Excuses (revised)
AR 5113 - Absences and Excuses (revised)

BP 9250 - Remuneration, Reimbursement, and other Benefits (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

Philosophy, Goals, Objectives and Comprehensive Plans

Local Control And Accountability Plan

The Governing Board desires to ensure the most effective use of available state funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions aligned with state and local priorities and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), using the template provided by the State Board of Education, which addresses the state priorities specified in Education Code 52060. The LCAP shall be effective for three years and shall be updated on or before July 1 of each year. (Education Code 52060)

In addition, the LCAP shall address any local priorities adopted by the Board.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)

To minimize duplication of effort and provide clear direction for program implementation, the LCAP and other district and school plans shall be aligned to the extent possible.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

The /Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP or the annual update are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The /Superintendent or designee shall present the LCAP or the annual update to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The /Superintendent or designee shall notify members of the public of the

opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update to the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP or the annual update shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update. The public hearing shall be held at the same meeting as the public hearing required prior to the adoption of the district budget in accordance with Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)
(cf. 9320 - Meetings and Notices)

Adoption of the Plan

Prior to adopting the district budget, but at the same public meeting, the Board shall adopt the LCAP or the annual update. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP or the annual update to the LCAP, the Board shall file the LCAP or the annual update with the County Superintendent of Schools.

(Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP or the annual update, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those

recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

Monitoring Progress

The /Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals

2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups

3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP

2. Revision of the district's budget in accordance with changes in the LCAP

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:
EDUCATION CODE
17002 State School Building Lease-Purchase Law, including definition of good repair
41020 Audits
42127 Public hearing on budget adoption
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacher assignment
48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Academic Performance Index; numerically significant student subgroups
52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning pilot program
54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission
60811.3 Assessment of language development
64001 Single plan for student achievement
99300-99301 Early Assessment Program

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan
6826 Title III funds, local plans

Management Resources:
CSBA PUBLICATIONS
Impact of Local Control Funding Formula on Board Policies, November 2013
Local Control Funding Formula 2013, Governance Brief, August 2013
State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

10/13

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California

Business and Noninstructional Operations

Fees And Charges

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the district's educational program are made available to them at no cost.

No student shall be required to pay a fee, deposit, or other charge for his/her participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 - Budget)
(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socio-economic conditions of district students' families and their ability to pay.

(cf. 3250 - Transportation Fees)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5143 - Insurance)
(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not restrict the district from soliciting for donations, participating in fundraising activities, or providing prizes or other recognition for participants in such activities and events. The Superintendent or designee shall emphasize that participation of students, parents/guardians, district employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. It also shall not remove or threaten to remove from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3290 - Gifts, Grants and Bequests)

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR

1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification required to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The Superintendent or designee may provide additional information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

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

Legal Reference:
EDUCATION CODE
8239 Preschool and wraparound child care services
8250 Child care and development services for children with disabilities
8263 Child care eligibility
8482.6 After School Education and Safety programs
8760-8774 Outdoor science and conservation programs
17453.1 District sale or lease of Internet appliances or personal computers to students or parents
17551 Property fabricated by students
19910-19911 Offenses against libraries
32033 Eye protective devices
32221 Insurance for athletic team member
32390 Fingerprinting program
35330-35332 Excursions and field trips
35335 School camp programs
38080-38086 Cafeteria establishment and use
38120 Use of school band equipment on excursions to foreign countries
39801.5 Transportation for adults
39807.5 Payment of transportation costs
39837 Transportation of students to places of summer employment

48050 Residents of adjoining states
48052 Tuition for foreign residents
48904 Liability of parent or guardian
49010-49013 Student fees
49065 Charge for copies
49066 Grades, effect of physical education class apparel
49091.14 Prospectus of school curriculum
51810-51815 Community service classes
52612 Tuition for adult classes
52613 Nonimmigrant aliens
56504 School records; students with disabilities
60410 Students in classes for adults
GOVERNMENT CODE
6253 Request for copy; fee

CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system
CODE OF REGULATIONS, TITLE 5
350 Fees not permitted
4600-4687 Uniform complaint procedures
UNITED STATES CODE, TITLE 8
1184 Foreign students
COURT DECISIONS
Driving School Assn of CA v. San Mateo Union HSD (1993) 11 Cal. App. 4th 1513
Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251
Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Hartzell v. Connell (1984) 35 Cal. 3d 899
CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Pupil Fees, Deposits, and Other Charges: Cap and Gown for High School Graduation Ceremony, Addendum to Fiscal Management Advisory 12-02, October 4, 2013
Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013
WEB SITES
CSBA: http://www.csba.org

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

(7/00 11/12) 4/14

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Second Reading: May 24, 2017 King City, California

Business and Noninstructional Operations

Fees And Charges

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

3. Expenses of students' participation in a field trip or excursion to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)

4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

(cf. 5142.1 - Identification and Reporting of Missing Children)

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

(cf. 6142.5 - Environmental Education)

6. Reimbursement for the direct cost of materials provided by the district to a student for the fabrication of nonperishable personal property the student will take home for his/her own possession and use, such as wood shop, art, or sewing projects kept by the student (Education Code 17551)

7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and exemptions are made for indigent and disabled students (Education Code 39807.5)

(cf. 3250 - Transportation Fees)

8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)

9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)

10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)

(cf. 0440 - District Technology Plan)

11. An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

(cf. 6142.4 - Service Learning/Community Service Classes)

12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

(cf. 3514.1 - Hazardous Substances)
(cf. 5142 - Safety)

13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

(cf. 5125 - Student Records)

14. Actual costs of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

(cf. 1340 - Access to District Records)
(cf. 5020 - Parent Rights and Responsibilities)

15. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Funds)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3554 - Other Food Sales)

16. As allowed in law, replacement cost or reimbursement for lost or damaged district books, supplies, or property, or for district property loaned to a student that he/she fails to return (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)

17. Tuition for district school attendance by an out-of-state or out-of-country resident

(Education Code 48050, 48052, 52613; 8 USC 1184)

(cf. 5111.2 - Nonresident Foreign Students)

18. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects or for which high school credit is granted when taken by a person who does not hold a high school diploma or, effective

July 1, 2015, classes in English and citizenship (Education Code 39801.5, 52612, 60410)

(cf. 6200 - Adult Education)

19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is for severely disabled children and the student is eligible to enroll in it (Education Code 8239, 8250, 8263)

(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

20. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

(cf. 5148.2 - Before/After School Programs)
(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

(cf. 6141.5 - Advanced Placement

(11/12 4/14) 3/17
Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California

Business and Noninstructional Operations

Travel Expenses/Reimbursements

The Superintendent or designee is authorized to attend meetings and conferences which are of benefit to the district. With prior approval, members of the district staff may be authorized to attend meetings and conferences providing professional development or are of interest to the district.

Purpose

The purpose of this document is to define the district's expectations of its employees who are required to travel in connection with their work responsibilities and to clarify which expenses the district will reimburse and which expenses are considered the personal responsibility of the employee.

Business travel is defined as authorized attendance at conferences, meetings, and seminars or authorized travel for any other purpose in connection with official district responsibilities. Business travel includes day trips and trips requiring one or more overnight stays.

General

There is an assumption of mutual trust between the district and its employees. The district expects to pay all ordinary and necessary costs incurred by district employees when traveling on district business, and district employees are expected to use good judgment in their expenditure of public funds.

Each district administrator shall be responsible and accountable for ensuring compliance with these procedures. The district will pay expenses not specifically addressed in this document provided the district administrator determines the expenses are ordinary and necessary. Employees are expected to obtain prior approval on expenses that are note specifically addressed in this document. Expenses not identified in the travel approval are at risk of not being reimbursed.

Travel Approval/Authorization for staff members to attend meetings and conferences:

1. The appropriate site or district administrator may approve travel within a 100 mile radius of King City.

2. The /Superintendent must approve travel outside of a 100-mile radius of King City.

3. The /Board must approve travel outside of the State of California.

4. No special written approval is necessary for travel in connection with an employee's job assignment within the County of Monterey.

5. When an employee's district assignment/contract specifically requires travel between sites, the mileage expense is considered the personal responsibility of the employee.

6. Travel that is to be funded with federal or state categorical funds require program manager/director/administrator approval – travel must be specifically allowable by the program guidelines/budget.

7. Employees must obtain approval from a district administrator in advance of business travel requiring one or more overnight stays. An individual shall not approve their own overnight travel or approve their own travel documentation.

Travel Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fare and rates. A minimum of two weeks in advance is encouraged for all reservations. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the district from incurring unnecessary costs.

The Budget and Accounting Coordinators are available to assist district employees with their business travel or travel questions; e.g. appropriate approvals, forms, funding, etc. The individual traveler/employee are asked to make their own travel arrangements/reservations, being sure to follow the guidelines described within this document. The district does not maintain a credit card that can be used to secure airline and/or hotel reservations.

Transportation

Travelers shall use whatever mode of transportation is the most logical and least expensive. Consideration should be given to distance, time and total cost to the district.

If an employee elects to use a mode of transportation other than the most logical and least expensive, the district will pay only the cost of the most logical and least expensive mode of transportation. The difference between the selected mode and the least expensive mode shall be considered the employee's personal expense. Any additional lodging and meal expenses required as a result of the employee's selection should be paid by the employee.

Any additional time spent traveling prior to or after a conference and is above and beyond the most expeditious and logical form of travel time shall be charged to the employee's sick leave (personal necessity), or vacation balance, if applicable. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance by a district administrator.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a logical route shall be selected.

Employees shall be compensated for the use of their private vehicles at the prevailing Internal Revenue Service standard mileage rate. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence; whichever is the shortest distance. Employees who receive a car allowance will be compensated at the current Internal Revenue Service standard mileage rate for all miles outside Monterey County.

The district will pay all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on district business. Receipts for parking are required.

Hotel courtesy buses, local shuttle services or public transportation, should provide supplementary transportation within the destination city if available and logical. Taxi service shall be used only when no other convenient, less costly mode of transportation is available. Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Manager. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs and the employee shall make the rental car reservation as far in advance as possible to get the best rates. Employees purchasing optional insurance offered by the rental agency will do so at their own expense.

Meals

Actual and necessary expenses for meals shall be reimbursed if accompanied by receipts. While attending an approved meeting or conference requiring an overnight stay, the district will pay for an employee's meals during business travel, including tax and tips, at a rate up to ~~$50.00~~ **$65.00** per day, with no meal costing more than ~~$30.00~~ **$55.00** while attending. Payment of any amount in excess of the standard per diem rate(s) will only be made upon approval of the Superintendent or designee. In lieu of actual and necessary expenses for meals and with prior approval, half-rate per diem allowances, in accordance with State Department of Education guidelines, may be reimbursed without receipts.

At the discretion of the Superintendent, based on location and other cost factors, meal claims which exceed the limitations, but do not exceed the maximum per day limit, are authorized. Approval of the Superintendent is specifically required. Meal claims exceeding authority, shall be submitted to the Board for specific approval, with statements of necessary justification attached.

A banquet breakfast, luncheon, or dinner which is an official part of a conference and for which there is a prescribed fee may exceed a meal limitation amount as previously designated and may be reimbursed at actual cost.

If meals are included in the cost of the conference or seminar registration fee but the employee elects to purchase the meal from another source, the cost of that meal will not be paid by the district. The additional cost shall be the responsibility of the employee.

Reimbursement for alcoholic beverages is prohibited. Alcoholic beverages consumed with meals shall be considered a personal expense of the employee.

Gratuities/Tips

The district will pay reasonable and customary gratuities and tips during district business travel. Tips for meals are included in the standard per diem/meal rates, as defined in previous sections.

Lodging

The district will pay lodging expenses for district employees during business travel requiring one or more overnight stays. The district will pay for lodging for the evening preceding or subsequent to a meeting or business event when the employee would have to travel at unreasonably early or late hours to reach his or her destination.

Employees shall make an effort to obtain lodging at or near the facility where official district business is to take place to minimize travel time and transportation costs. The district will pay only for standard single rooms for individual employees. Single standard rooms at conference, government or corporate rates shall be requested.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances beyond the employee's control.

Offsets

If the cost of a meal or lodging is included in the registration fee for the meeting or conference and per diem is used, the per diem shall be reduced by the amount of allowance for the meal or lodging.

Business Expenses

The district will pay for goods and/or services deemed necessary for the completion of official business, such as faxes, copier and computer usage, etc. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

Personal Expenses

The district will not pay personal expenses. In addition to those items identified as personal expenses through this document, personal expenses include in-room movies, spas and gyms, optional quasi-social functions or events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will cost the district anything in dollars or lost time.

The district will not pay for any expenses of another person who accompanies an employee on business travel, unless that individual also is a District employee and authorized to participate.

Conference Materials/Services

Claims for reimbursement for material/service purchases shall be submitted on a separate form from the expenses incurred for conference expenses (fees, transportation, hotel, meals).

Required Documentation for Reimbursement of Expenses

All reimbursements for travel, conference, meals and lodging expenses shall be submitted on the TRAVEL EXPENSE CLAIM form. An original receipt must be attached to support each item being claimed for reimbursement. Absent original receipts, copies and/or a signed statement by the claimant certifying the cost shall be attached. This certification shall include a written statement regarding the reasons that original receipts are not provided. The claimant shall certify by signature that all amounts were actual, accurate and necessary.

Payment for non-employees (Board members, etc.) is permitted when program rules and regulations specify it is allowed.

All claims should be submitted to the district Business office within 14 days of the event. The business office shall review each claim and obtain Superintendent approval as needed.

Personnel

Staff Teaching English Learners

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Instruction for English language development (ELD) means instruction designed specifically for English learners to develop their listening, speaking, reading, and writing skills in English. (Education Code 44253.2)

Specially designed academic instruction in English (SDAIE) means instruction in a subject area, delivered in English, that is specially designed to meet the needs of English learners. (Education Code 44253.2)

Primary language instruction includes both primary language development designed to develop English learners' listening, speaking, reading, and writing skills in their primary language and content instruction delivered in the primary language in any subject area. (Education Code 44253.2)

(cf. 6174 - Education for English Learners)

Teacher Qualifications

Only a teacher who possesses an appropriate authorization issued by the Commission on Teacher Credentialing (CTC) shall provide ELD, SDAIE, and/or primary language instruction in a class with one or more English learners.

(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)

(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district may, for the purpose of providing primary language instruction, hire bilingual teachers who are employed in public or private schools of a foreign country, state, territory, or possession, provided such teachers speak English fluently and hold the necessary sojourn credential issued by the CTC. After the initial two-year sojourn credential expires, the teacher may annually apply to the CTC for an extension for a total period of not more than five years. Any application for renewal shall include verification by the Superintendent or designee that termination of the employment would adversely affect an existing bilingual program and that attempts to secure the employment of a qualified certificated California teacher have been unsuccessful. (Education Code 44856)

Legal Reference:
EDUCATION CODE
306 Definition, English learner
44253.1-44253.11 Qualifications of teachers of English learners
44258.9 County superintendent review of teacher assignments
44259.5 Standards for teachers of all students, including English language learners
44380-44386 Alternative certification
44856 Employment of teachers from foreign countries
52160-52178 Bilingual-Bicultural Act of 1976
62001-62005. 5 Evaluation and sunsetting of programs
CODE OF REGULATIONS, TITLE 5
80015 Requirements for the CLAD certification or English learner authorization
80015.1-80015.4 Requirements for CLAD, English learner authorization or bilingual authorization
80021 Short-Term Staff Permit
80021.1 Provisional Internship Program
80024.7-80024.8 Emergency CLAD and bilingual permits
UNITED STATES CODE, TITLE 20
6601-6651 Training and recruiting high-quality teachers
6801-7014 Language instruction for English learners and immigrant students
7801 Definition of English learner
COURT DECISIONS
Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698

Management Resources:
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
Administrator's Assignment Manual
Frequently Asked Questions Concerning Appropriate Assignment and Authorizations to Serve English Learners in California
CL-622 Serving English Learners

CL-626B Bilingual Authorizations
CL-626C Crosscultural, Language and Academic Development (CLAD) Certificate
CL-568 The Sojourn Certificated Employee Credential
CL-824 Certificate of Completion of Staff Development
WEB SITES
CSBA: http://www.csba.org
California Association for Bilingual Education: http://www.gocabe.org
California Department of Education, English Learners: http://www.cde.ca.gov/sp/el
California Teachers of English to Speakers of Other Languages: http://www.catesol.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
U.S. Department of Education: http://www.ed.gov

(3/07 7/11) 3/17

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California

Employee Notifications

I. To All Employees

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

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

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

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

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

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

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

When/Whom to Notify: To all employees

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

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

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

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, and annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

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

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

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

When/Whom to Notify: To covered employees and former employees
Legal Code: Labor Cod e2800.2
Board Policy/Administrative Regulation #: AR4154/4254/4354
Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: Upon employment or by end of first pay period
Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: BP 4157.1/4257.1/ 4357.1
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment
Legal Code: Penal Code 11165.7, 11166.5
Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality

rights, copy of law

When/Whom to Notify: Upon employment, and when employee goes on leave for specified reasons
Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: Annually to all employees
Legal Code: 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3
Subject: Uniform complaint procedures, available appeals, civil law remedies, identity of coordinator

When/Whom to Notify: To all employees
Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act

When/Whom to Notify: To all employees and job applicants
Legal Code: 34 CFR 104.8, 106.
Board Policy/Administrative Regulation #: BP 0410, BP 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: Annually to all employees
Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement compensation limitation

When/Whom to Notify: To certificated employees
Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation
Legal Code: Education Code 44664
Board Policy/Administrative Regulation #: AR 4115
Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request to notify district of intent to remain in service for the following school year; copy of law

When/Whom to Notify: To certificated employees upon employment
Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

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

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

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

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

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

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

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

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

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with

final notice by May 15
Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

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

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

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

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

III. To Classified Employees

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

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

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

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

Subject: Notice of layoff and reemployment rights

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

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

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

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

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

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

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

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the release or reassignment

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

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

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.21
Board Policy/Administrative Regulation # BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

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

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

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

When/Whom to Notify: Within one working day of work-related injury or victimization of crime at workplace

Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: BP 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

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

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

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation
Legal Code: 8 CCR 5191
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substance in the work area, upon initial assignment and when new hazard is introduced into work area
Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave
Legal Code: 38 USC 4334
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave
Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

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

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee
Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Rights and responsibilities re: use of FMLA; consequence of failure to meet obligations

When/Whom to Notify: Within five days of receiving information to determine if leave qualifies for FMLA
Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Designation of leave as FMLA or non-FMLA; any requirement to use paid leave; any requirement for fitness- for-duty certification; any subsequent changes in designation notice

7/12

Exhibit SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California

Personnel

Personal Illness Injury Leave

Certificated employees employed five school days a week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave), per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 44978; Labor Code 245-249)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

6. In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 246.5)

a. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

b. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a newly hired certificated employee who is a military veteran with a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment for his/her military service-connected disability. An eligible employee employed less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 44978.2)

The amount of leave shall be credited to the employee on the first day of employment and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a

military service-connected disability.

Notification of Absence

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

In addition, during each school year, any certificated employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of maternity or paternity leave (baby bonding) pursuant to Government Code 12945.2 shall receive, for up to 12 school weeks, his/her regular salary minus the actual cost of a substitute to fill the position or, if no substitute was employed, the amount that would have been paid had a substitute been employed. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such maternity or paternity leave. (Education Code 44977.5)

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able,

he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

a. That an employee is entitled to accrue, request, and use paid sick days

b. The amount of sick days provided by Labor Code 245-249

c. The terms of use of paid sick days

d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:
EDUCATION CODE
44964 Power to grant leave of absence in case of illness, accident, or quarantine
44965 Granting of leaves of absence for pregnancy and childbirth
44976 Transfer of leave rights when school is transferred to another district
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
44977.5 Salary deduction during absence from duties for maternity or paternity leave up to 12 weeks after sick leave is exhausted
44978 Provisions for sick leave of certificated employees
44978.1 Inability to return to duty; placement in another position or on reemployment list
44979 Transfer of accumulated sick leave to another district
44980 Transfer of accumulated sick leave to a county office of education
44981 Leave of absence for personal necessity

44983 Exception to sick leave when district adopts specific rule
44984 Industrial accident or illness
44986 Leave of absence for disability allowance applicant
LABOR CODE
220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5
5601 Transfer of accumulated sick leave
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS

Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

~~(7/10 12/14) 3/16~~
(12/14 3/16) 3/17

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24 2017 King City, California

Personnel

Personal Illness Injury Leave

Classified employees employed five days a week are entitled to 12 days leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical or dental appointments, in increments of not less than one hour

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11 - Industrial Accident/Illness Leave)

6. In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 245.5, 246.5)

a. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

b. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a newly hired classified employee who is a military veteran with a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment for his/her military service-connected disability. An eligible employee employed less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 45191.5)

The amount of leave shall be credited to the employee on the first day of employment and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

A classified employee who has exhausted all paid leaves, including sick leave, shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, at any time, require additional written verification by the employee's physician or medical practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

The Superintendent or designee may require an employee to visit a physician selected by the district and at district expense in order to receive a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the statement concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Verification requirements shall not discriminate against any employee on the basis of his/her religious practice.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be credited with 24 hours of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued.

(Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

a. That an employee is entitled to accrue, request, and use paid sick days

b. The amount of sick days provided by Labor Code 245-249

c. The terms of use of paid sick days

d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:
EDUCATION CODE
45103 Substitute employees
45190 Leaves of absence and vacations
45191 Leaves of absence for illness and injury
45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45202 Transfer of accumulated sick leave and other benefits
LABOR CODE
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014
COURT DECISIONS
California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 111 (1970)

(12/14 12/15) 3/16

Accrual of Leave

Any classified employees employed five days a week is entitled to 12 days leave of absence, with full pay, for personal illness or injury per fiscal year. An employee who serves less than a full fiscal year or fewer than five days a week shall be granted comparable leave in proportion to the time he/she works. (Education Code 45191)

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new employee shall not be entitled to more than six days of such leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of personal illness or injury leave shall be accumulated from year to year without limitation. (Education Code 45191)

At the beginning of each school year, each employee shall be notified of the amount of leave which he/she has accumulated.

Upon employment with the district, a new classified employee shall receive credit for any personal illness or injury leave accumulated in a previous school district, county office of education, or community college district if he/she left employment with that district within the

previous year and had been employed by the previous district for at least one year. If the employee's previous employment had been terminated for cause, the Governing Board may determine whether to accept the transfer of the accumulated leave. (Education Code 45202)

An employee who does not complete a given year of service shall be charged for any unearned personal illness or injury leave used as of the date of termination.

Compensation

A classified employee who has exhausted all paid leave, including personal illness or injury leave shall receive his/her salary, minus the actual amount paid a substitute employed to fill the position during the employee's absence for the remaining days within a total five-month period of absence. (Education Code 45196) The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Legal Reference:
EDUCATION CODE
45103 Substitute employees

45190 Leaves of absence and vacations
45191 Leaves of absence for illness and injury
45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45202 Transfer of accumulated sick leave and other benefits
LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014
COURT DECISIONS
California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148

Cal.App.4th 510
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 111 (1970)

(7/07 12/14) 12/15

Students

Admission

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

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 6173.3 - Education for Juvenile Court School Students)

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

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

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

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

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

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

Legal
Legal Reference:
EDUCATION CODE
46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
46600 Agreements for admission of students desiring interdistrict attendance
48000 Minimum age of admission (kindergarten)
48002 Evidence of minimum age required to enter kindergarten or first grade
48010 Minimum age of admission (first grade)
48011 Admission from kindergarten or other school; minimum age
48050-48053 Nonresidents
48200 Children between ages of 6 and 18 years (compulsory full-time education)
48350-48361 Open Enrollment Act
48850-48859 Educational placement of homeless and foster youth
48645.5 Enrollment of former juvenile court school students
49076 Access to records by persons without written consent or under judicial order
49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance
49700-49704 Education of children of military families
HEALTH AND SAFETY CODE
120325-120380 Education and child care facility immunization requirements
121475-121520 Tuberculosis tests for students
CODE OF REGULATIONS, TITLE 5
200 Promotion from kindergarten to first grade
201 Admission to high school
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
UNITED STATES CODE, TITLE 5
552a Note Refusal to disclose social security number
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:
CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS
Fact Sheet: Information on the Rights of All Children to Enroll in School
Dear Colleague Letter: School Enrollment Procedures, May 8, 2014
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/about/offices/list/ocr
U.S. Department of Justice: http://www.justice.gov

(11/11 4/15) 3/17

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California

Students

District Residency

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)
(cf. 5125 - Student Records)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public

records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

OPTION 1: In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

OPTION 2: In an appeal of the Superintendent's determination that district residency requirements were not met, the Board shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision at its next regularly scheduled meeting following the parent/guardian's request for the appeal. The Board's decision shall be final.

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)
(cf. 6145.6 - International Exchange)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference:
EDUCATION CODE
220 Prohibition of discrimination
35160.5 Intradistrict open enrollment
35351 Assignment of students to particular schools
46600-46611 Interdistrict attendance permits
48050-48054 Nonresidents
48200-48208 Compulsory education law, especially:
48204 Residency requirements
48204.1-48204.2 Evidence of residency
48300-48316 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act transfers
48645.5 Former juvenile court school students, enrollment
48852.7 Education of homeless students; immediate enrollment
48853.5 Education of foster youth; immediate enrollment
48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents
FAMILY CODE
6550-6552 Caregivers
GOVERNMENT CODE
6205-6210 Confidentiality of residence for victims of domestic violence
CODE OF REGULATIONS, TITLE 5
432 Retention of student records
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS
Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:
CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014
U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS
Fact Sheet: Information on the Rights of All Children to Enroll in School
Dear Colleague Letter: School Enrollment Procedures, May 8, 2014
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Secretary of State, Safe at Home Program: http://www.sos.ca.gov/safeathome
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr
U.S. Department of Justice: http://www.justice.gov

(12/15) 3/17

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California

Students

Absences And Excuses

The Governing Board believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5112.2 - Exclusions from Attendance)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6154 - Homework/Makeup Work)

Absence from school shall be excused only for health reasons, family emergencies, and justifiable personal reasons, as permitted by law, Board policy, and administrative regulation. (Education Code 48205)

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation. (Education Code 46014)

Inasmuch as school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

Legal Reference:
EDUCATION CODE
1740 Employment of personnel to supervise attendance (county superintendent)
37201 School month
37223 Weekend classes
41601 Reports of average daily attendance
42238-42250.1 Apportionments
46000 Records (attendance)

46010-46014 Absences
46100-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48210-48216 Exclusions from attendance
48240-48246 Supervisors of attendance
48260-48273 Truants
48292 Filing complaint against parent
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
48980 Parental notifications
49067 Unexcused absences as cause of failing grade
49701 Provisions of the interstate compact on educational opportunities for military children
ELECTIONS CODE
12302 Student participation on precinct boards
FAMILY CODE
6920-6929 Consent by minor for medical treatment
VEHICLE CODE
13202.7 Driving privileges; minors; suspension or delay for habitual truancy
WELFARE AND INSTITUTIONS CODE
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes
ATTORNEY GENERAL OPINIONS
87 Ops.Cal.Atty.Gen. 168 (2004)
66 Ops.Cal.Atty.Gen. 244 (1983)
COURT DECISIONS
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:
CSBA PUBLICATIONS
Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
WEB SITES
CSBA: http://www.csba.org

(11/99 11/11) 3/17

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California

Students

Absences And Excuses

A student's absence shall be excused for the following reasons:

1. Personal illness (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)

4. Attendance at funeral services for a member of the immediate family, which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state (Education Code 48205)

   Immediate family shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister, or any relative living in the student's immediate household. (Education Code 45194, 48205)

5. Jury duty in the manner provided by law (Education Code 48205)

6. The illness or medical appointment during school hours of a child to whom the student is the custodial parent (Education Code 48205)

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

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Appearance in court

   b. Attendance at a funeral service

   c. Observation of a holiday or ceremony of his/her religion

   d. Attendance at religious retreats not to exceed four hours per semester

   e. Attendance at an employment conference

f. Attendance at an educational conference offered by a nonprofit organization on the legislative or judicial process

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

(cf. 6142.3 - Civic Education)

9. To spend time with his/her immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

(cf. 6173.2 - Education of Children of Military Families)

10. To attend his/her naturalization ceremony to become a United States citizen. (Education Code 48205)

11. Participation in religious exercises or to receive moral and religious instruction in accordance with district policy, subject to the following conditions: (Education Code 46014)

a. The student's parent/guardian shall provide written consent for the absence.

b. The student shall attend at least the minimum school day.

c. The student shall be excused from school for this purpose on no more than four days per school month.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Method of Verification

When a student who has been absent returns to school, he/she shall present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

a. Name of student

b. Name of parent/guardian or parent representative

c. Name of verifying employee

d. Date(s) of absence

e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.

4. Physician's verification.

a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.

b. When a student has had 14 absences in the school year for illness verified by methods listed in #1-3 above, any further absences for illness shall be verified by a physician.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

2. Notify students in grades 7-12 and the parents/guardians of all students that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have his/her grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time, and include the full text of Education Code 48205 in the notice (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5145.6 - Parental Notifications)

(cf. 6154 - Homework/Makeup Work)

(11/07 11/11) 3/17

Board Bylaws

Remuneration and Reimbursement

Remuneration

OPTION 2: Each member of the Governing Board may receive a monthly compensation of $240.00. (Education Code 35120)

Board members are not required to accept payment for meetings attended. Board members may select to donate all or any portion of their monthly compensation to a scholarship to benefit a graduating Senior from the South Monterey County Joint Union High School District. After officially assuming office as a Board of Education member, and after each annual organization meeting, each individual will complete the necessary paperwork to inform the school district of their intention. This designation may be changed at the annual organization meeting.

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

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

Attendance at a meeting is defined as being present for the complete meeting or for at least 60% of time the meeting was officially in session.

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

(cf. 9150 - Student Board Members)

Reimbursement of Expenses

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

(cf. 1160 - Political Processes)
(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 3513.1 - Cellular Phone Reimbursement)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional,

state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

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

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

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

Meals:

- Shall be reimbursed to a maximum of $65.00 per day for overnight trips only
- No reimbursement for meals for single day trips
- There is no reimbursement for alcohol or in room refreshment bars
- When receipts are not available, the Board shall be reimbursed one half the per diem for meals for multiple day trips

Hotels:

- Shall not exceed $200.00 per night without prior approval

Mileage:

- Shall be reimbursed to the event and back at the current IRS established rate

Flights:

- The least expensive flights shall be secured
- Shall be paid for at the coach rate

Parking:

- Shall not exceed $20.00 per day

Any anticipated and/or actual reimbursement of $600.00 or more shall have the prior approval of the State Administrator/Superintendent.

Legal Reference:
EDUCATION CODE
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses for attendance at workshops
35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation for services as member of governing board
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit

FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
GOVERNMENT CODE

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

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

(11/01 11/02) 8/13

Bylaw SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

Adopted: May 24, 2017 King City, California