

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

Wednesday, August 23, 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

Brian Walker, Ed.D.

STUDENT BOARD MEMBERS

Rosa Sanchez - GHS  
Makayla Davis - 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

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. PRESENTATIONS

1. Lauren Peterson – Outstanding Young Agriculture Teacher
2. Gissel Neri Corcoles – GHS FFA Finalist for Vegetable Crop Production Proficiency
3. Anthony Camacho – FFA National Silver Medal Recipient for Ag Communications Proficiency
4. Presentation from the GHS FFA Students
5. Presentation from the KCHS FFA Students

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 específico entonces habrá un limite de 20 minutos en total para cada asunto. Para asuntos que no estén enlistados en la agenda, La Mesa Directiva podrá referir ese asunto al Superintendente o su designado o poner ese asunto en sobre aviso, pero no se tomara ninguna acción en ese momento excepto cuando la ley lo permita.*

I. REPORT FROM SUPERINTENDENT

- Communication from IBank Regarding Bonds

J. EMPLOYEE ORGANIZATIONS

K. CONSENT AGENDA

1. Approval of Minutes: June 20, 2017 (AM), June 20, 2017 (PM), June 21, 2017, June 26, June 27, 2017, and July 12, 2017 (Pages 1-19)
2. Approval of Personnel Report Dated August 23, 2017 (**Claudia Arellano, Sr. Director Human Resources Resources**)
3. Approval of GHS FFA 2017-2018 Calendar of Events Including Out of Area Events (**Frank Lynch, Principal**) (Pages 20-24)
4. Approval of KCHS FFA 2017-2018 Calendar of Events Including Out of Area Events (**Janet Sanchez-Matos, Principal**) (Pages 25-26)
5. Approval of Accounts Payable Warrants – June 15, 2017 through June 30, 2017 (**Sherrie S. Castellanos, CBO**) (Pages 27-33)
6. Approval of Purchase Orders from June 15 to June 30, 2017 (**Sherrie S. Castellanos, CBO**) (Pages 34-37)
7. Approval of Sale and Disposal of Equipment and Supplies (**Sherrie S. Castellanos, CBO**) (Page 38)
8. Shredding of Duplicate Copies of Class One Permanent Records from 1920-2016 (**Sherrie S. Castellanos, CBO**) (Page 39)
9. Approval for Dr. Brian Walker and Frank Lynch to Travel Out of State for the FFA Convention in Indianapolis from October 27 to October 28, 2017 (**Sherrie S. Castellanos, CBO**) (Page 40)
10. Approval of Contracts: (Pages 41-113)
  1. Approval of Agreement with Uretsky Security (**Sherrie S. Castellanos, CBO**) (Pages 44-50)
  2. Approval of Agreement with State Trustee, Linda Grundhoffer (**Sherrie S. Castellanos, CBO**) (Pages 51-57)
  3. Approval of Purchase of Gas Convection Oven from American Supply Company (**Sherrie S. Castellanos, CBO**) (Page 58)

4. Approval of Agreement for Educational Services with CPRS (*Sherrie S. Castellanos, CBO*) (Pages 59-61)
5. Approval of Memorandum of Understanding with Girls Inc. (*Sherrie S. Castellanos, CBO*) (Pages 62-66)
6. Approval of Contract Amendment No. 1, Teter Architects (*Sherrie S. Castellanos, CBO*) (Pages 67-68)
7. Approval for Contract with Andrea Covarrubias for the 2017-2018 School Year (*Sherrie S. Castellanos, CBO*) (Pages 69-72)
8. Approval of Contract with Judy McPhail for the 2017-2018 School Year (*Sherrie S. Castellanos, CBO*) (Pages 73-75)
9. Approval for Contract with King City Union School District for the 2017-2018 School Year (*Sherrie S. Castellanos, CBO*) (Pages 76-80)
10. Approval of Agreement to Furnish Consultant Services with Lincoln Hatch (*Sherrie S. Castellanos, CBO*) (Pages 81-83)
11. Approval of Proposal for Umstead Electric to Repair Electrical at KC Stadium (*Sherrie S. Castellanos, CBO*) (Pages 84-85)
12. Approval of Agreement with Atkinson, Andelson, Loya, Ruud, and Romo (*Sherrie S. Castellanos, CBO*) (Pages 86-92)
13. Approval of MOU Between Monterey County Health Department, Behavioral Health and the Monterey County Special Education Local Plan Area (SELPA) (*Sherrie S. Castellanos, CBO*) (Pages 93-103)
14. Approval of Licensing Agreement with Document Tracking (*Sherrie S. Castellanos, CBO*) (Pages 104-108)
15. Approval of Agreement for Legal Services with Fagan Friedman & Fulfroost (*Sherrie S. Castellanos, CBO*) (Pages 109-113)

L. CONSENT ITEMS REMOVED FOR COMMENT/QUESTIONS

M. PUBLIC HEARING

1. Balances in Excess of Minimum Reserve Requirements (Pages 114-115)

N. INFORMATION ITEMS

1. Curriculum and Instruction Update (*Jonathan Sison, Ed.D., Director of Educational Services*)
2. Revenue and Expenditures for 2016-17 Through June 30, 2107 (*Sherrie S. Castellanos, CBO*) (Pages 116-123)
3. Cashflow Summary 2016-17 Through June 30, 2017 (*Sherrie S. Castellanos, CBO*) (Pages 124-152)
4. 45-Day 2017/18 Budget Revision (*Sherrie S. Castellanos, CBO*) (Pages 153-154)
5. Williams Facility Report Through June 2017 (*Sherrie S. Castellanos, CBO*) (Pages 155-160)
6. Interdistrict Transfer Tracking (*Brian Walker, Ed.D., Superintendent*) (Pages 161-162)
7. Report of Teaching Permits (*Claudia Arellano, Chief Human Resources Director*)
8. Board Policies – First Reading (*Brian Walker, Ed.D., Superintendent*) (Pages 163-255)
  - BP/AR 1312.3 – Uniform Complaint Procedures (revised)
  - BP 1340 – Access to District Records (revised)
  - BP 2121 – Superintendent’s Contract
  - BP/AR 3551 – Food Service Operations/Cafeteria Fund (revised)
  - AR 3580 – District Records (revised)
  - BP 4127, 4227, 4327 – Temporary Athletic Team Coaches (revised)
  - BP 4312.1 – Contracts (revised)
  - AR 5145.3 – Nondiscrimination/Harassment (revised)
  - BP 6142.93 – Science Instruction (new)
  - BP 6145 – Extracurricular and Cocurricular Activities (revised)
  - BP/AR 6145.2 – Athletic Competition (revised)
  - AR 6178.1 – Work-Based Learning (revised)
  - BP 7214 – General Obligation Bonds (revised)
  - BB 9012 – Board Member Electronic Communication (revised)

O. ACTION ITEMS

1. Approval of Resolution #03:17/18 Designation of Authorized Agent to Sign School Orders (*Brian Walker, Ed.D., Superintendent*) (Pages 256-257)
2. Approval of Agreement and Consent to Joint Representation with Lozano Smith (*Brian Walker, Ed.D., Superintendent*) (Pages 258-263)
3. Approval of Operations Secretary Job Description (*Claudia Arellano, Chief Human Resources Director*) (Pages 264-266)
4. Approval for Reclassification and Destruction of Records (*Claudia Arellano, Chief Human Resources Director*) (Pages 267-268)
5. Approval of Revision Chief Human Capital Officer Job Title to Chief Human Resources Officer (*Brian Walker, Ed.D., Superintendent*) (Page 269)
6. Approval of 2017/2018 Consolidated Application for Categorical Funding (*Sherrie S. Castellanos, CBO*) (Pages 270-282)
7. Approval of Employment of Doreen Dominguez, Octavio Vargas and Daniel Morales on a Variable Term Waiver for the 2017-2018 School Year (*Claudia Arellano, Chief Human Resources Director*) (Page 283)
8. Approval of Nominations for CSBA Directors-at-Large African American, American Indian, and County Seat Are Being Accepted (*Brian Walker, Ed.D., Superintendent*) (Pages 284-286)

P. PROMOTING DISTRICT

Q. FUTURE AGENDA ITEMS/MEETING DATES

- September 5, 2017 – Study Session – King City
- September 27, 2017 – Regular Board Meeting – Greenfield High School (*changed to King City*)
- 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  
SPECIAL BOARD MEETING

Tuesday, June 20, 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.

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 8:00 AM.

Public Comment

There were not any comments from the public.

PUBLIC HEARING

District 2017-2018 Budget

Paulette Bumbalough opened the public hearing at 8:04 AM.

Dr. Moirao said the public has an opportunity to make comments before the budget is approved.

There were not any comments from the public.

Paulette Bumbalough closed the public hearing at 8:05 AM.

District 2017-2018 LCAP

Paulette Bumbalough opened the public hearing at 8:05 AM.

Dr. Moirao said the public has an opportunity to make comments before the district LCAP is approved.

There were not any comments from the public.

Paulette Bumbalough closed the public hearing at 8:06 AM.

Pinnacle Academy Charter 2017-2018 LCAP

Paulette Bumbalough opened the public hearing at 8:07 AM.

Dr. Moirao said there needs to be a separate LCAP hearing for the charter school. The school is still under the district, but will be handled independently.

There were not any comments from the public.

Paulette Bumbalough closed the public hearing at 8:08 AM.

CLOSED SESSION

Negotiations with Employee Organizations

Report of Closed Session Actions

Paulette Bumbalough said there was no action to report from closed session.

Adjournment

Paulette Bumbalough adjourned the meeting at 8:47 AM.

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Paulette Bumbalough, Board President

\_\_\_\_\_  
Date

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

Tuesday, June 20, 2017

Minutes

BOARD OF EDUCATION

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

SUPERINTENDENT

Daniel Moirao, Ed.D.

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 5:33 PM.

Flag Salute

Paulette Bumbalough led in the flag salute.

Public Comment

There were not any comments from the public.

INFORMATION

Equity Institute Training

Natalie Mcgee reviewed equity with Board members.

Adjournment

Paulette Bumbalough adjourned the meeting at 6:48 PM.

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Paulette Bumbalough, Board President

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Date

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

Wednesday, June 21, 2017

Minutes

BOARD OF EDUCATION

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

SUPERINTENDENT

Daniel Moirao, Ed.D.

OPEN SESSION:

Call to Order

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

Flag Salute

Paulette Bumbalough led in the flag salute.

Public Comment

There were not any comments from the public.

INFORMATION

Equity Institute Training

Natalie Mcgee continued the equity institute training with the Board members.

Adjournment

Paulette Bumbalough adjourned the meeting at 7:06 PM.

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Paulette Bumbalough, Board President

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Date

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

BOARD OF EDUCATION  
REGULAR BOARD MEETING

Monday, June 26, 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

David Gaboni 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. Student Matter – Transfer/Discipline
  - Recommendation to Expel Student #03:16/17
  - Recommendation to Expel Student #04:16/17
  - Recommendation to Expel Student #05:16/17
  - Recommendation to Expel Student #06:16/17

OPEN SESSION:

Call to Order

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

Flag Salute

Paulette Bumbalough led in the flag salute.

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

Paulette Bumbalough reported the acceptance of the Personnel Report.

Paulette Bumbalough reported the acceptance of the recommendation from the staff of the stipulated expulsions for Student #03:16/17, Student #04:16/17, Student #05:16/17 and Student 06:16/17.

Paulette Bumbalough also reported there was a short conversation about negotiations.

Board Members Comment

Leslie Girard thanked Dr. Moirao for being such a wonderful superintendent and all of his work. She also appreciated his “heads up” on agenda items and empowering and helping the Board understand and make things clear.



Paul Dake expressed his gratitude and his leadership for the district. He said he attended the Greenfield Union School District board meeting when the superintendent announces she had accepted a position in San Diego. As a result of her leaving there are other changes taking place in the district.

Joe Santibanez said he hope every enjoys the summer and welcomed Dr. Walker. He thanked Dr. Moirao for his guidance and getting the district through the tough times.

David Gaboni welcomed Dr. Walker. Mr. Gaboni thanked Dr. Moirao for all he has done for the district. He gave the Board the tools they needed and appreciated going through the Masters in Governance training. He thanked Dr. Moirao for everything he has done.

Mr. Gaboni said he has been ill the last several months therefore has not attended as many activities he usually has done in the past.

Paulette Bumbalough said she agreed with comments from the other Board members. The district has improved dramatically from Dr. Moirao's leadership and appreciated all he has done.

Paulette Bumbalough said she is looking forward have Dr. Walker starting full time in the district next week.

Ms. Bumbalough said the high light of the year for her are the graduations. She thought they were all wonderful. Even though Portola-Butler did not have as many graduates by having the ceremony in the cafeteria made it more personal and family oriented. It was amazing how the cafeteria was transformed.

Ms. Bumbalough said she is pleased the Board is getting Equity Institute training. She found the training to be very good.

#### Public Comment

There were not any comments from the public.

#### Report from Superintendent

Dr. Moirao said we graduated 427 students for the 2016-2017 school year. This number will change because there are a few students who are taking summer classes to meet the graduation requirements. King City High School had 204 graduates, Greenfield High School 213, and Portola-Butler 10. He said the graduate numbers are low for Portola-Butler because students are catching up on their credits and returning to their comprehensive sites for graduation.

Dr. Moirao said we have been informed by our architects as we install new portables, that we have a couple of non DSA approved buildings on our campus, with the district office being one. Sherrie Castellanos is currently looking into how we can resolve this issue. Dr. Moirao then distributed a letter from Teter Architects briefly stating the Board's liability in this situation.

Paulette Bumbalough asked what type of building the district office is considered. Dr. Moirao responded it is a modular building. Sherrie Castellanos said the district office needs to meet the same standards as all of the other school rooms.

Paul Dake asked if it was the responsibility of the former State Administrator to have followed through with the DSA requirements. Dr. Moirao said he does not know why the building did not go through the DSA process

David Gaboni asked if it is just a matter of being inspected. Dr. Moirao said it could be more than that, it would include testing the soil, the bolts used, etc.

Four new portables will be arriving. It has been frustrating because Sherrie Castellanos started the process requesting the portables shortly after the 2016-2017 school year started, she continues to be in contact with company. The portables are scheduled to be delivered at King City High School late July and Greenfield High School the first week in August. We may need to do some adjustments before school starts, it all depends on the arrival of the portables.

On July 12 bids will close for construction work needed for King City High School. In order to proceed with the work, a special meeting of the board for approval needs to happen. Dr. Moirao polled the Board of their availability. It appears there will be a quorum.

Dr. Moirao informed their name badges have been ordered and should be available in several weeks.

Dr. Moirao said he appreciated the compliments from the Board, a lot of people have worked together to accomplish all of good things which have taken place. He thanked everyone for their support.

Leslie Girard said she had not heard much about Dr. Moirao's trip to Cuba earlier in the year. Dr. Moirao said the purpose of the trip was to attract teachers to come to the United States to teach. When they arrived they realized art was the primary focus, which did not meet the teacher needs we have. A lot of the students are only reading at the first grade level. In one school of 350 students there were only 7 computers and 2 DVD's. After observing the teaching, it was apparent their teaching would not fit the needs of our students. It was felt it would not be a good match. Now with the federal changes we are not certain of opportunities from Cuba.

Paulette Bumbalough thought this should have been known before the trip. Dr. Moirao responded since this has been the first opportunity to visit Cuba after the changes folks did not know what they did no know.

#### Employee Organizations

There were not any comments from the employee organizations.

Paulette Bumbalough said she would like to encourage staff from the employee organizations to attend the board meetings. She suggested inviting the members.

Dr. Moirao reminded Ms. Bumbalough this is a meeting of the Board, held in public.

#### CONSENT AGENDA

1. Approval of Minutes: May 24, 2017, and June 6, 2017
2. Approval of Personnel Report Dated June 26, 2017
3. Approval of Williams Quarterly Report
4. Approval of Accounts Payable Warrants – January 2017 through June 14, 2017
5. Approval of Purchase Orders – January 2017 through June 14, 2017 (*Sherrie S. Castellanos, CBO*)
6. Approval of Contracts:
  1. Approval of 2017-2018 Agreement for Legal Services with Lozano Smith Attorneys at Law
  2. Approval of 2017-2018 Agreement for Professional Services with Dannis, Woliver, and Kelley
  3. Approval of 2017-2018 Agreement to Furnish Consultant Services, Deborah Bell
  4. Approval of Amended Contract with Michelle Steiner Abbott for the 2016-2017 School Year
  5. Approval of the Addendum to the Agreement for Michelle Steiner Abbott for the 2016-2017 School Year
  6. Approval of Contract with Michelle Steiner Abbott for the 2017-2018 School Year
  7. Approval of Project 2 Inspire Contract with CAFE
  8. Approval of the Change Order 1,2 and 3 for Avila Construction KCHS Mechanical Upgrade
  9. Approval of the Agreement with Property Restoration Services to Repair Portable B, Ventana
  10. Approval of the Agreement with Property Restoration Services to Repair Accordion Walls at KCHS
  11. Approval of Proposal for Bruce Flyn Inspection
  12. Approval to Award the Contract to Umstead Electric for the 2017 LED Project
  13. Approval of 2017-2018 Robust Physical Fitness Testing Agreement for Professional Services
  14. Approval of 2017-2018 Contract with Peter Sansom
  15. Approval of 2017-2018 Contract with Monarch Behavior Solutions
  16. Approval of the MOU for Participation in the Center for Teacher Innovation Induction Program 2016-2019
  17. Approval of the 2017-2018 California School Boards Association Gamut Online Service Agreement
  18. Approval Of Award Contract to Tombleson Inc., for Site work and Hookups for Relocatables at GHS for 2017-2018

19. Approval of the Proposals from Della Mora Heating
20. Approval of 2017-2018 Contract with MCOE for Transportation Services
21. Approval of MOU Between the County of Monterey and SMCJUHSD for the Term August 1, 2017 through June 30, 2018

Consent Items Removed for Comment/ Questions

Paul Dake said he wanted to clarify consent item #5, is this for the current year. Dr. Moirao said it was, 40 more hours of service was needed for additional student assessments.

Motion made by Leslie Girard and seconded by David Gaboni to approve all items on the consent agenda.

All Board Members said Aye.

PUBLIC HEARING

AB1200 - Proposed Settlement with the King City Joint Union High School District Teachers Association (CTA)

Paulette Bumbalough opened the public hearing at 6:58 PM. Dr. Moirao said according to Ed Code a public hearing needs to take place for anyone who wants to make a comment in public of the proposal.

Paul Dake said on page 179 a box was marked in error. Sherrie Castellanos said she had received a call from MCOE and the correction has been made. She distributed a corrected copy to the Board.

Dr. Moirao thanked Mr. Dake for noting the correction.

Leslie Girard asked if this would allow them to ask for reopeners. Dr. Moirao said yes.

Paulette Bumbalough closed the public hearing at 7:01 PM

INFORMATION ITEMS

School Enrollment, Attendance, and Referral Statistics

The question was asked if the discipline numbers are up or down from last year. Dr. Moirao said they are down for King City High School and up for Greenfield High School. Dr. Moirao said with PBIS starting he anticipates the numbers will go down.

David Gaboni said he recalled earlier in the year when the discipline numbers were different between the two comprehensive high schools was the result of how the incidents were recorded. Dr. Moirao said it could also depend on the population of students and how the staff deals with discipline and the referral process.

Mr. Gaboni was concerned students are missing learning if they are out of class for any period of time.

Revenue and Expenditures for 2016-17 Through June 14, 2107

Paul Dake asked about the debit service fund of \$2.5 million list on page 233. Sherrie Castellanos said that is the last two payments on our loan to be paid to the IBank.

David Gaboni asked when we would make the payment. Dr. Moirao said in 2020. Paulette Bumbalough asked when can the loan be paid off. Linda Grundhoffer responded 2029.

Dr. Moirao said Dr. Walker and Linda Grundhoffer are in the process of setting up a meeting with the IBank to clarify some issues.

Dr. Moirao said he and Dr. Walker met with Dave Casnocha to discuss meeting with the IBank to draft a letter on the process we want have to go through before changing the structure of the loan. This needs to be mapped out for everyone.

Cashflow Summary 2016-17 Through June 14, 2017

The Board did not have questions on the cashflow

Balances in Excess of Minimum Reserve Required

Dr. Moirao said we need to justify our large reserve and the reason and how the money would be spent and the reason for doing it.

Paul Dake asked if this information went to the State. Sherrie Castellanos said it was public information only.

Use of Education Protection Act Funds

The Board did not have questions.

ACTION ITEMS

Request to Move Forward with Joining the Central Coast Cooperative/SLIC Commodity Cooperative

Motion made by Paul Dake and seconded by Joe Santibanez to approve the request to move forward with joining the Central Coast Cooperative/SLIC Commodity Cooperative.

Dr. Moirao said Robert Silveira, Food Services Manager, is reviewing ways to save money. Mr. Silveira said it will also expand the variety of food we are serving the students.

Paul Dake asked how many other district belong to the cooperative. Mr. Silveira responded 12.

Leslie Girard asked what makes it a cooperative. Mr. Silveira responded the number of schools who are participating make it a cooperative.

David Gaboni asked what the fee was to join, Mr. Silveira responded \$75 per year.

Paulette Bumbalough thanked Mr. Silveira for his research and for the saving to the district and offering more of food selection to our students.

Approval of Agreement for Legal Services: Stradling, Yocca, Carlson & Rauth

Motion made Paul Dake and seconded by Joe Santibanez to approve the agreement for legal services from Stradling, Yocca, Carlson & Rauth.

Dr. Moirao said this agreement is with David Casnocha who will be working with the district and the IBank on issues and solidify what we really need to do before changing wording in our IBank agreements.

Dr. Moirao said Mr. Casnocha is familiar with the district and very knowledgeable and can guide us through IBank issues and our bond.

Approval of District 2017-2018 LCAP Budget

Motion made by David Gaboni and seconded by Leslie Girard to approve the District 2017-2018 LCAP Budget.

Dr. Moirao said the district has received this information before. The Board needs to formally approve the LCAP budget.

Approval of Pinnacle Academy Charter 2017-2018 LCAP Budget

Motion made by Leslie Girard and seconded by Joe Santibanez to approve the Pinnacle Academy Charter 2017-2018 LCAP budget.

Dr. Moirao because the Pinnacle Academy is a charter school there has be a separate LCAP.

All Board members said Aye.

Approval of District 2017-2018 Budget

Motion made by Paul Dake and seconded by Leslie Girard to approve the District 2017-2018 Budget.

Dr. Moirao said we need an operating budget for the next school year. It is a healthy budget and will serve students appropriately. It does include any negotiated salary increases.

Paulette Bumbalough appreciates the district responding to the Board questions ahead of meeting.

All Board members said Aye.

Approval of Sunshine Proposal – KCJHUHSDTA 2017

Motion made by Leslie Girard and seconded by David Gaboni to approve the Sunshine Proposal from the KCJHUHSDTA 2017.

Dr. Moirao said part of the process is to open the proposal well in advance, both parties reveal what they want to open. We are now in the fast track. This is the district sunshine proposal.

All Board members said Aye.

Approval of Chief Human Capital Officer Job Title Change

Motion made by David Gaboni and seconded by Paul Dake to approve the Chief Human Capital Officer Job Title Change.

Dr. Moirao said this is a change from Sr. Human Resources Director. The salaries of districts in the surrounding district indicate this position is significantly underpaid for the responsibilities she is currently doing. With this

Dr. Moirao distributed a revised board cover sheet indicating this change would be effective July 1, 2017.

Dr. Moirao said the title of Human Capital Officer encompasses more than just hiring of staff.

All Board members said Aye.

Approval of Resolution 01:17/18 Designation of Authorized Agent to Sign School Orders

Motion made by Leslie Girard and seconded David Gaboni to approve Resolution 01:17/18 Designation of Authorized Agent to Sign School Orders.

Dr. Moirao said as the district transition to a new Superintendent Dr. Walker will need to sign warrants.

The question was asked if Sherrie Castellanos, CBO should be included. Dr. Moirao said yes, he suggested the motion be amended to include Ms. Castellanos

David Gaboni said he would amend the motion to include the addition of Sherrie Castellanos authorized to sign school orders. Joe Santibanez seconded the amendment.

All Board members said Aye.

Approval of the Employment of Rose Adams on the Basis of a Provisional Internship Permit

Motion made by Joe Santibanez and seconded by Paul Dake to approve the employment for Rose Adams on the basis of a provisional internship permit.

Dr. Moirao said occasionally we need to hire an individual who is working on the teaching credential. Paulette Bumbalough inquired what the time limit was for the permit. Claudia Arellano responded they have 2 years to complete the process. This is the first year CSUMB has turned down applicant.

Paulette Bumbalough asked for a report of the Provisional Internship Permits (PIP's) the district approved earlier in the year and are they currently working for the district. She also suggested if a teacher, who is in the internship program quits, it be noted on the Personnel Report.

Dr. Moirao reminded the Board one administrator was release because they did not get into the program.

Paul Dake asked, the teachers in this program, if a report can be given on how they are doing.

All Board members said Aye.

Approval of the Employment of Karina Barajas on the Basis of a Provisional Internship Permit

Motion made by Joe Santibanez and seconded by Paul Dake to approve the employment of Karina Barajas on the Basis of a Provisional Internship Permit.

All Board members said Aye.

Approval of the Employment of Orlando Zendejas on the Basis of a Provisional Internship Permit

Motion made by Joe Santibanez and seconded by Paul Dake to approve the employment of Orlando Zendejas on the Basis of a Provisional Internship Permit.

All Board members said Aye.

Approval of the 2017-2018 Agreement Between MCOE and SMCJUHSD for the Use of a Classroom at GHS

Motion made by Paul Dake and seconded by Leslie Girard to approve the 2017-2018 agreement between MCOE and SMCJUHSD for the use of a classroom at GHS.

Dr. Moirao said these are the portables on the Ventana campus.

David Gaboni asked if there were the building which had mold. Dr. Moirao responded yes.

All Board members said Aye except for David Gaboni who abstained because he may benefit as an employee of MCOE.

Approval to Change in Storage Method of Class One Permanent Records

Motion made by Leslie Girard and seconded by Paul Dake to approve the change in storage method of class one permanent records.

Dr. Moirao said these files need to be classified as class one material to be put into a system and then destroyed. The files would be put on a disc. Leslie Girard asked if they are centrally put on a server. Dr. Moirao said there is a system in place for a backup.

Paul Dake asked if this is the process the district will be doing from this point forward. Dr. Moirao said we are looking at older documents. Some of the files go back as far as 100 years. Dr. Moirao said the files have been saved since King City High School opened.

David Gaboni asked if we still use microfilm. Dr. Moirao said not to his knowledge.

All Board members said Aye.

Approval of Proposal Settlement with the King City Joint Union High School District Teachers Association (CTA)

Motion made by David Gaboni and seconded by Joe Santibanez to approve the proposal settlement with the King City Joint Union High School District Teachers Association.

Dr. Moirao as mentioned earlier in the meeting we discussed and consulted with the KCJUHSDTA.

Paulette Bumbalough asked what the process was for CSEA. Dr. Moirao said that is done internally when they meet.

All Board members said Aye.

Approval of 2016-2017 Greenfield High School Safety Plan

Paulette Bumbalough asked if all of the safety plans can be approved at once. Dr. Moirao said yes. Dr. Moirao said the Board will be seeing the plans one more time for approval for the 2017-2018 school year.

Motion made by Leslie Girard and seconded by Joe Santibanez to approve the 2016-2017 Greenfield High School, King City High School, Portola-Butler High School and the District Safety Plans.

All Board members said Aye.

Approval of Reclassification Criteria for English Learners in Special Education

Dr. Moirao said the testing has been changed from CELDT to LPAC. A large of the students who came to the high school district from the elementary district as Special Education students when in fact English was a second language for them. The district wants to test the incoming students to determine they are Special Ed students or if it is just the language barrier.

Approval of AP Psychology Textbook

Paulette Bumbalough asked if all of the textbooks can be approved together. Dr. Moirao said yes.

Dr. Moirao these are all new textbooks.

Paulette Bumbalough said she would like a report on the number of AP course as well as how well the students are doing. She would like to know if the classes are full, how many students are passing, and how many are paying for the course. Dr. Moirao said the district now pays for any testing.

Paul Dake asked if the Psychology teacher was going to teach the course. Dr. Moirao said the original teacher chose not to teach the class, another teacher will be teaching it. It is on the King City High School schedule.

Paulette Bumbalough asked if the teacher needs to have additional training. She would like to have a report from the teacher as well as the students taking the course.

Dr. Moirao said the training will be taking place during the summer, he is not certain who will be teaching it.

Motion made by Joe Santibanez and seconded by David Gaboni to approve the AP Psychology Textbook, AP Literature and Composition Textbook, and AP Language Composition Textbook.

All Board members said Aye.

Approval of Board Policies – Second Reading

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)

Dr. Moirao said all of the items noted in the first reading have been made.

Motion made by David Gaboni and seconded by Leslie Girard to approve the board policies second reading.

All Board members said Aye.

Promoting District

The suggestion was made to promote Dr. Moirao and the guidance he has provided to the district as State Administrator and Superintendent.

Paulette Bumbalough said the Equity Institute training they had earlier in the week should be promoted.

Ms. Bumbalough welcomed Dr. Walker to the district.

Leslie Girard said since she was not able to attend the Equity Institute she would like to have a copy of the hand-outs from the training.

Future Agenda Items/Meeting Dates

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

Adjournment

Paulette Bumbalough adjourned the meeting at 7: 53 PM.

Signing of Papers

Paulette Bumbalough and Dr. Moirao signed the appropriate papers.

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Paulette Bumbalough, Board President

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Date









SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION  
BOARD RETREAT

Tuesday, June 27, 2017  
Minutes

BOARD OF EDUCATION

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

SUPERINTENDENT

Daniel Moirao, Ed.D.  
Brian Walker, Ed.D. –Superintendent elect  
(July 1, 2017)

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 9:00 AM.

Flag Salute

Paulette Bumbalough led in the flag salute.

Public Comment

There were not any comments from the public.

INFORMATION

District's Vision, Mission, Values and LCAP Goals

Terilyn Finders, from Fagen Friedman Fulfrost LLP, discussed and reviewed the district's vision and mission statement and LCAP goals with the Board.

Adjournment

Paulette Bumbalough adjourned the meeting at 2:38 PM.

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Paulette Bumbalough, Board President

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Date

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

Wednesday, July 12, 2017

BOARD OF EDUCATION

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

SUPERINTENDENT

Brian Walker, Ed.D.- Present

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 4:00 PM.

Public Comment

There were not any comments from the public. The Board recessed to closed session at 4:02 PM.

CLOSED SESSION:

Public Employment

OPEN SESSION:

Call to Order

Paulette Bumbalough called the meeting to order at 4:28 PM.

Flag Salute

Paulette Bumbalough led in the flag salute.

Approval of Agenda

Motion made by David Gaboni and seconded by Leslie Girard to approve the agenda.

All Board members said Aye.

Report of Closed Session Actions

Paulette Bumbalough reported acceptance of the Personnel Report.

CONSENT AGENDA

Approval to Award the Contract for King City High School Relocatable Site Work and Restroom Upgrades

Dr. Walker said the bids were opened, there was only one bid. The bid amount was astronomical, in the \$800,000 range. This was obviously a lot higher than was anticipated.

Paulette Bumbalough asked when a bid goes out, is a range given.

Dr. Walker said only one company responded to the bid. He added the project will be sent out to bid again. He added the principals do have a Plan B.

Leslie Girard asked if a contractor can be recommended. The response was it needs to go through the bid process. Dr. Walker said the contractors are busy this time of year, therefore they can decide how much they want to charge for a project.

Paulette Bumbalough added there is a lot of construction taking place now. She then asked what affect it would have on students if the restrooms upgrades are not completed. Is there a code we would not meet?

Dr. Walker said we are in compliance.

Leslie Girard asked if the upgrades can be done at a better time. Could it possibly be done during the winter break? We need to accommodate the increase in students.

Dr. Walker said most likely construction will be continuing.

Approval of Change Order No. 1 for American Modular Systems

Dr. Walker said, because where the portables will be located it will take extra work to properly place them in their designated spot, additional maneuvering will need to be done.

Approval of Proposal from Umstead Electric

There were not any questions regarding Umstead Electric completing work on the Greenfield High School marque.

Motion made by Leslie Girard to approve the consent agenda with the request to have item E1 (King City High School relocatable site work and restroom upgrades) to go back out to bid, and approve consent items 2 and 3. David Gaboni seconded the motion.

All Board members said Aye.

**ACTION ITEMS**

Approval of Resolution 02:17/18 Reduction of Classified Employee Services

Motion made by Leslie Girard and seconded by David Gaboni to approve Resolution 02:17/18 Reduction of Classified Employee Services.

Dr. Walker said the district has been operating without a Director of MOTF for approximately 8 months. We have interviewed for the position numerous times and have not been successful in finding a qualified person. We had hired a Food Service Manager and have had a discussion with him and revisited the job description. We have been impressed with Mr. Silveira's background and work ethic, he is willing to take on additional operational duties. This resolution will allow us to close out the Food Services Manager position and replace it with Operations Supervisor.

Dr. Walker said the district will be coming back with a recommendation to increase the clerical hours for MOTF.

All Board members said Aye.

Approval of Operations Supervisor Job Description

Dr. Walker said the district did their due diligence and talked to CSEA. Paulette Bumbalough said it is great to have their support. This position will combine duties from food service and the maintenance, operation, and transportation areas for the district. This will save the district money and potentially increase the clerical hours for the department.

Leslie Girard commented in the transportation portion there are a lot of things to know, such as CHP records. What kind of training will Mr. Silveira have to support him so he will be successful? Dr. Walker said that is a good point and question.

Dr. Walker said we have passed all of the necessary inspections and Mr. Silveira will receive the necessary training. There will be one on one training for him as well MCOE is a resource to us.

Paulette Bumbalough said we are considering additional clerical hours. Has there been any thought this position will be evolving? Will this be a permanent position? Claudia Arellano said currently the clerical position is part-time.

Dr. Walker said we recognize Mr. Silveira will have additional duties and we want to give him the necessary support. It is anticipated the clerical position will become a full-time position rather than part-time.

Paulette Bumbalough said she liked the idea of working outside of the box. Is it anticipated the community or CSEA will have questions on the changes.

Dr. Walker said when Mr. Silveira started working for the district it was recognized his potential and he has demonstrated his ability and is capable of taking on the additional duties. Sherrie Castellanos will also be assisting him, and having him in the position will also assist her since she has been covering the department along with her other duties.

David Gaboni asked when the change would be effective. Dr. Walker said it would be brought forward at the next board meeting, but the change would be effective July 1, 2017.

All Board members said Aye.

Paulette Bumbalough said she would like to go back to contracts. Do we need to plan for higher cost proposals in the future? Dr. Walker said yes, and we may need to reprioritize our projects because of the increased costs and district needs. In regards to the portables we need to have the ground ready before the portables arrive and for student occupancy.

Future Agenda Items/Meeting Dates

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 question was asked if there was going to be a board meeting on July 26. Dr. Walker responded no.

Adjournment

Paulette Bumbalough adjourned the meeting at 4:28 PM.

Signing of Papers

Appropriate papers were signed by the Clerk of the Board and Superintendent.

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Paulette Bumbalough, Board President

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Date

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

**SUBJECT:** Approval of GHS FFA Calendar for the 2017-  
2018 School Year Including Out of Area Events

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

The Greenfield High School Chapter will be attending many events throughout the 2017-2018 school year that will include overnight trips and out of state travel to the FFA National Convention in Indianapolis from October 25, 2017. The trip to the FFA National Convention will include Ag tours in the area as well as visiting Washington DC. The calendar listing all of events for the school year are attached.

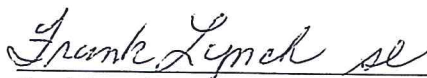
Recommendation:

It is recommended that the Board of Education approve the GHS 2017-2018 FFA calendar.

Fiscal Impact:

There will not be any expenses to the district.

Submitted By:

  
\_\_\_\_\_

Frank Lynch  
Principal

Approved:

  
\_\_\_\_\_

Brian Walker, Ed.D.  
Superintendent



# 2017-2018 Calendar of Events

## August

Ice Cream Social	Aug 15
Monterey County Fair (overnight)	Aug 30-Sept 4

## September

SOLC (overnight)	Sept 9-10
GLC @ Paso Robles	Sept 13
Roy's Sausage Sale @ Santa Lucia square	Sept 16
Chapter meeting	Sept 19
Blue and Gold Games @ Toro Park. Tbt	Sept 23
San Benito Rabbit Show	Sept 23
San Benito County Fair	Sept 27-Oct 1

## October

MB Section Opening and Closing (Greenfield HS @4 pm)	Oct 4
Rabbit Clinic	TBD
Haunted House Meeting	Oct 13
South Coast COLC (Hollister HS) (overnight)	Oct 14-15
Greenfield Harvest Festival	TBD
National Convention, Indianapolis and Washington D.C. Trip (Overnight)	Oct 23-31

## November

Can Food drive	Nov 1-15
FFA BIG and CO-OPS(Hosted by Gonzalez, at 4:30 PM)	Nov 8
Manuscripts due for prepared public speaking	Nov 13
FFA Meeting	Nov 15
Public Speaking Contest-King City	Nov 29

## December

Hollister Rabbit show	Dec 3
Holiday Gram Fundraiser	Dec 3-7
Greenhand Day	Dec 5
Greenhand & Chapter degree banquet	Dec 5
Holiday Gram Delivery	Dec 8
Holiday Caroling	Dec 8

## January

Red Wave Sale	Jan 6
Chapter meeting	Jan 16
B and S sale	Jan 20
MFE & ALA (overnight)	Jan 19-23
Job Interview Contest/Parli-Pro Soledad	Jan 31

## February

Hartnell Field Day (overnight)	Feb 3
Local Project Comp	Feb 7

Red Wave Jackpot Show (overnight)	Feb 9-11
World Ag Expo (@Tulare)	Feb 14
Western Bonanza Jackpot Show (overnight)	Feb 16-19
FFA Week	Feb 18-23
Dodgeball meeting	Feb 21
Spaghetti Feed Fundraiser	Feb 23
SLE	Feb 20-23
Regional Officer Screenings	Feb 25-26

### March

UC Davis & Westhills Field Day (overnight)	Mar 3
Turlock Rabbit Show (overnight)	Mar 3
MUSD Spring Fling Jackpot (overnight)	Mar 3
Chico Field day (overnight)	Mar 10
Project Comp Finalist	Mar 16
Merced Field Day (overnight)	Mar 16-17
Modesto Field Day (overnight)	Mar 24
Chapter meeting	Mar 20
Regionals & Scrapbook Contest	Mar 23
Reedley Field Day (overnight)	Mar 30-31
MJC Jackpot (overnight)	Mar 31

### April

State Degree Banquet (@Arroyo Grande)	Apr 6
Project Comp Banquet	Apr 11

Chapter meeting	Apr 17
Fresno Field Day (overnight)	Apr 20-21
State Speaking Finals Fresno (overnight)	Aril 19-20
State Conference @Anaheim, CA (overnight)	Apr 21-25

**May**

Cal Poly State Finals	May 5
Salinas Valley Fair (@King City Fairgrounds)	May 16-20
Chapter Officer Screenings	May 22
End of the Year Banquet	May 25
Last Day of School	May 31

**June**

Top 20 Trip (overnight)	June 9-12
Officer Retreat (overnight)	July 18-21

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

**SUBJECT:** Approval of KCHS FFA Calendar for the 2017-2018 School Year and Out of Area Travel      **MEETING:** August 23, 2017

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

- \_\_\_\_\_ Improve, Monitor and Sustain Student Achievement
- \_\_\_\_\_ Improve School Climate and Student 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 Chapter will be attending many events throughout the 2017-2018 school year that will include overnight trips and out of state travel to the FFA National Convention in Indianapolis from October 25, 2017 through October 31, 2017. The trip to the FFA National Convention includes conferences before the convention and a visit to Washington DC. The calendar listing all events for the school year are attached.

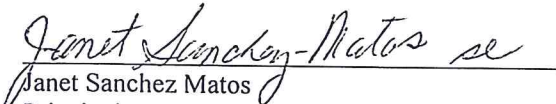
Recommendation:

The recommendation that the Board of Education approve the FFA 2017-2018 calendar of events and out of area travel.

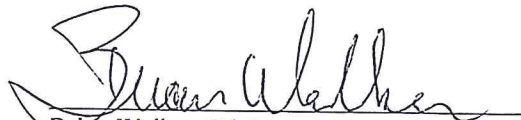
Fiscal Impact:

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

Submitted By:

  
Janet Sanchez Matos  
Principal

Approved:

  
Brian Walker, Ed.D.  
Superintendent

# King City FFA

## 2017-2018 Calendar of Events

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

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### SEPTEMBER

- 14 GREENHAND LEADERSHIP CONFERENCE (4 TEACHERS)
- 20 GREENHAND/CHAPTER FARMER BANQUET (1 TEACHER)
- 26-31 SAN BENITO COUNTY FAIR (2 TEACHERS)

### OCTOBER

- 25-31 NATIONAL FFA CONVENTION (1 TEACHER)

### DECEMBER

- 5-7 NAAE CONFERENCE (1 TEACHER)
- 11 SOUTH COAST REGIONAL MEETING (5 TEACHERS)

### JANUARY

- 19-20 MFE/ALA (2 TEACHERS)

### FEBRUARY

- 1 REGIONAL PROFICIENCY SCORING (1 TEACHER)
- 1 FARM DAY (1 TEACHER)
- 15 TULARE FARM SHOW (3 TEACHERS)
- 19-23 SACRAMENTO LEADERSHIP EXPERIENCE (1 TEACHER)
- 26 SOUTH COAST SPRING REGIONAL MEETING (5 TEACHERS)
- 27 STATE RECORDBOOK VERIFICATION SCORING (1 TEACHER)
- 28 STATE PROFICIENCY SCORING/ STATE OFFICER CANDIDATE PRE-SCREENING (1 TEACHER)
- 28 LOCAL PROJECT COMPETITION (1 TEACHER)

### MARCH

- 1 STATE RECORDBOOK VERIFICATION SCORING (1 TEACHER)
- 2-3 UC DAVIS FIELD DAY (1 TEACHER)
- 15-16 26 HOURS-CAL POLY (1 TEACHERS)
- 23 SOUTH COAST SPRING REGIONAL MTG (2 TEACHERS)

### APRIL

- 19-20 STATE SPEAKING FINALS (1 TEACHER)
- 21-25 CALIFORNIA STATE LEADERSHIP CONFERENCE (5 TEACHERS)

### MAY

- 2 END OF THE YEAR BANQUET-SALINAS VALLEY FAIR GROUNDS (1 TEACHER)
- 16-20 SALINAS VALLEY FAIR (5 TEACHERS)

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

**SUBJECT:** Approval of Accounts Payable  
June 15 – June 30, 2017

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Attached is the listing of payments issued for the fourth quarter June 15-June 30, 2017. At our June Board Meeting, we were only able to provide April – June 14, 2017.

Recommendation:

It is recommended that the Board of Education approve the Accounts Payable Payments.

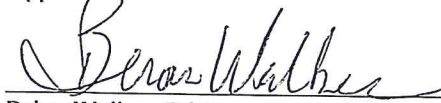
Fiscal Impact:

Per the Board approved budget.

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

Checks Dated 06/15/2017 through 06/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12322113	06/15/2017	Active Network	01-5850	Software License		
12322114	06/15/2017	Aeries Software Inc	01-5200	Aeries Training	500.00	750.00
				Aeries Webinar	200.00	
				Aeries Webinar- Closing out the School Year	100.00	
				Aeries Webinar- DBA	200.00	
				Aeries Webinar- EOY	400.00	
				Aeries Webinar- Parent Data Confirmation	200.00	
				Aeries Webinar- Web Security	100.00	
12322115	06/15/2017	AMERICAN SUPPLY COMPANY	01-4300	operations supplies		1,700.00
12322116	06/15/2017	AUS-WEST Lockbox	13-5800	Services		193.50
12322117	06/15/2017	CA Department of Justice	01-5860	Fingerprinting		315.67
12322118	06/15/2017	CA Water Service Company	01-5530	Water Fees		96.00
12322119	06/15/2017	CDW-G	01-4400	Projectors/Printers	9,950.60	29.84
12322120	06/15/2017	CITY OF GREENFIELD	01-6400	Surface Cart	2,516.29	12,466.89
			01-5530	Water, Garbage, Sewer	264.17	
			01-5540	Water, Garbage, Sewer	1,120.87	
			01-5550	Water, Garbage, Sewer	3,196.44	
22121	06/15/2017	CSU-Fresno Creative Writing Program		Cancelled Young Writer's Conference		4,581.48
		Cancelled on 07/25/2017. Cancel Register # AP07272017				180.00 *
12322122	06/15/2017	DATAFLOW BUSINESS SYSTEMS	01-4400	Copier		3,388.87
12322123	06/15/2017	DELL MARKETING LP	01-4400	PLTW Teacher Laptop		1,132.40
12322124	06/15/2017	Education Innovation Alliance	01-9330	Tution Expenses		3,950.00
12322125	06/15/2017	Foster Farms Dairy	13-4700	Dairy / Cafeteria		274.04
12322126	06/15/2017	Glynlyon, Inc.	01-5800	Odysseyware Summer School Licenses		2,500.00
12322127	06/15/2017	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	parts		298.10
12322128	06/15/2017	Houghton Mifflin Harcourt Publishing Co.	01-4200	Read 180 License Upgrade/Materials		60,372.54
12322129	06/15/2017	Johnson Electronics	01-5800	GHS fire alarm monitoring services		102.00
12322130	06/15/2017	KING CITY TRUE VALUE HARDWARE	01-4300	Ag Dept. Supplies		71.29
12322131	06/15/2017	MCOE	01-5800	Transportation		2,608.00
12322132	06/15/2017	OFFICE DEPOT BUSINESS SERVICES	01-4300	Blanket Open PO - Office Supplies	424.77	
				Blanket Open PO-Classroom Supplies	816.61	
				DO office supplies	18.75	
				Open Po PBCHS instruction supplies	17.74	
				OPEN PO FOR SUPPLIES	559.55	
12322133	06/15/2017	PACIFIC GAS AND ELECTRIC CO	11-4300	classroom supplies Adult Ed	21.64	1,859.06
			01-5510	PGE	17.13	

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

ESCAPE ONLINE



Checks Dated 06/15/2017 through 06/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12322133	06/15/2017	PACIFIC GAS AND ELECTRIC CO	01-5520	PGE		
12322134	06/15/2017	SAFEWAY INC	01-4300	Blanket Open PO for Safeway-ADCO	19,302.22	19,319.35
				Equity Institute	33.44	
					58.45	91.89
12322135	06/15/2017	SCHOOL SERVICES OF CA, INC	01-5200	Governor's Budget Update - May Revision		330.00
12322136	06/15/2017	Silke Communications Inc	01-4400	resubmit for payment		1,015.71
12322137	06/15/2017	Sysco San Francisco	13-4700	Rest of 16-17 Sysco Food		4,072.71
12322138	06/15/2017	Teter, LLP	25-5800	Architectural Services GHS New Relos		3,187.20
12322139	06/15/2017	The Salinas Californian	01-5900	proposal		2,516.44
12322140	06/15/2017	TORO PETROLEUM CORP	01-4310	Diesel, Unleaded, & Vehicle Oils		4,761.67
12322141	06/15/2017	UNITED PARCEL SERVICE	01-5930	UPS Services		232.95
12322142	06/15/2017	Uretsky Security	01-5800	Security Contract		8,085.00
12322143	06/15/2017	WILCO SUPPLY	01-4300	Locks		380.13
12322144	06/15/2017	Woodwind & Brasswind	01-4300	Educational Supplies for music classes	91.88	
				Instruments	973.44	1,065.32
12322145	06/15/2017	Work Well	01-5800	Tb Test and Physicals		30.00
12323850	06/22/2017	Adriana Garcia-Rojas	11-5200	Reimbursement Casa		1,009.86
12323851	06/22/2017	Salvador Garibay	01-5800	First Aid Class		50.00
23852	06/22/2017	Tobias Lopez	01-5200	Reimbursement PLTW		1,032.32
23853	06/22/2017	Iryna Lee	11-5200	Reimbursement CASAS		1,023.59
12323854	06/22/2017	Daniel R. Moirao	01-5200	Reimbursement		982.58
12323855	06/22/2017	A T & T CALNET 2	01-5910	CALNET		470.66
12323856	06/22/2017	Accountemps	01-5800	A. Ramirez		968.66
12323857	06/22/2017	AT&T	01-5920	FIBER LINES		368.80
12323858	06/22/2017	AUS-WEST Lockbox	01-5800	Shop towels and uniforms		176.02
12323859	06/22/2017	BSN Sports / US Communities	01-4300	Athletics		1,268.25
12323860	06/22/2017	Ca Association of Work	01-5200	CAWEE- Certification to do work permits	175.00	
				CAWEE-Work Permit Certification	175.00	350.00
12323861	06/22/2017	CA Janitorial Supply Corp	01-4300	Custodial Supplies	5,182.16	
				Custodial Supplies KCHS	316.48	
				Unpaid Tax	1.46-	5,497.18
12323862	06/22/2017	CA Water Service Company	01-5530	Water Fees		147.99
12323863	06/22/2017	CDW-G	01-4300	OPEN PO FOR TECHNOLOGY	220.97	
				EQUIPMENT		
			01-4400	OPEN PO FOR TECHNOLOGY	3,883.34	4,104.31
				EQUIPMENT		
12323864	06/22/2017	CSM CONSULTING INC	01-5800	E-Rate services		1,375.00
12323865	06/22/2017	Dave long & Associates	01-5810	2nd half fee per Contract		5,950.00
12323866	06/22/2017	Debora Bell	01-5800	C. Hernandez	675.00	

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ESCAPE. ONLINE

Checks Dated 06/15/2017 through 06/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12323866	06/22/2017	Debora Bell		M. Bravo Cadenas	600.00	1,275.00
12323867	06/22/2017	Della Mora	01-5620	Repair HVAC/Ventalation	643.79	
				Unpaid Tax	.48-	643.31
12323868	06/22/2017	Foster Farms Dairy	13-4700	Dairy / Cafeteria		382.75
12323869	06/22/2017	Gavilan Pest Control	01-5800	Spray Weeds at King City	2,700.00	
				Weed Abatement	750.00	3,450.00
12323870	06/22/2017	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Ag		620.83
12323871	06/22/2017	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies KCHS		226.20
12323872	06/22/2017	Monterey Bay Systems, dba	01-4300	Ag copy machine staples	94.98	
			01-5610	Copier maintenance/usage	295.62	
				equipment contract	1,009.10	1,399.70
12323873	06/22/2017	OFFICE DEPOT BUSINESS SERVICES	01-4300	Blanket Open PO - Office Supplies	939.54	
				Blanket Open PO-Classroom Supplies	338.61	
				DO office supplies	431.52	
				Office Supplies	166.28	
				Open PO sped materials	115.04	1,990.99
23874	06/22/2017	PACIFIC GAS AND ELECTRIC CO	01-5510	PGE	1,097.14	
12323875	06/22/2017	PARTS & SERVICE CENTER-NAPA	01-5520	PGE	16,929.80	18,026.94
			01-4300	Parts & Supplies: Vehicle & Equipment		268.45
				Maintenance		
12323876	06/22/2017	PASO ROBLES TRUCK CENTER	01-4300	Parts for Fleet	148.59	
				Unpaid Tax	.32-	148.27
12323877	06/22/2017	SAFEWAY INC	01-4300	Open PO for Foods and Products	41.48	
				Open PO For Safeway-ELAC	54.05	95.53
12323878	06/22/2017	Shred-It San Francisco	01-5800	Shredding Fees		37.96
12323879	06/22/2017	Silke Communications Inc	01-4400	Replacement Check		4,759.46
12323880	06/22/2017	South Monterey Cty Jnt Union	01-4300	Guadalajara Restaurant	108.65	
				Guadalajara Wasc Committe	51.72	
				Los Gatos Athletic Association	28.00	
				Shirley Laws Increase to Petty Cash	159.84	
				Wasc Committee	47.96	
			01-5200	Angela Camarena Cabe	100.00	
				Ca FFA	300.00	
				Carlos De Jesis Cabe	100.00	
				Laura Garcia	222.39	
			01-5800	bank fees	37.93	

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

ESCAPE ONLINE

Checks Dated 06/15/2017 through 06/30/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12323880	06/22/2017	South Monterey Cty Jnt Union		Coalinga HS Track Team	300.00	1,456.49
12323881	06/22/2017	Sysco San Francisco	13-4700	Rest of 16-17 Sysco Food		2,040.69
12323882	06/22/2017	VERIZON WIRELESS SVCS LLC	01-5940	Cell Phone and Data		664.50
12323883	06/22/2017	VNA Community Services, Inc	01-5800	Contracted Nursing Services		500.00
12323884	06/22/2017	VOX Network Solutions	01-5800	Phone System Admin Trainer		3,195.00
12326287	06/29/2017	Claudia H. Arellano	01-5200	Mileage Advanced Labor Negotiations		95.88
12326288	06/29/2017	Daniel R. Moirao	01-4300	Reimbursements	630.20	
			01-5200	Reimbursements	1,001.55	1,631.75
12326289	06/29/2017	A T & T CALNET 2	01-5910	Cal Net	10.43	
				CalNet	5.27	15.70
12326290	06/29/2017	Active Network	01-5850	Software License		750.00
12326291	06/29/2017	AUS-WEST Lockbox	01-5800	Shop towels and uniforms	108.99	
			13-5800	Services	59.88	168.87
12326292	06/29/2017	Avila Construction Co	01-5620	Change Orders 1, 2 & 3	37,646.00	
				MECHINCAL UPGRADES	75,305.11	112,951.11
12326293	06/29/2017	CA Assoc School Bus Off.	01-5200	Casbo		305.00
12326294	06/29/2017	CA Janitorial Supply Corp	01-4300	Custodial Supplies KCHS		130.77
12326295	06/29/2017	CA Water Service Company	01-5530	Water Fees		1,188.53
12326296	06/29/2017	CDW-G	01-4400	OPEN PO FOR TECHNOLOGY		514.84
				EQUIPMENT		
12326297	06/29/2017	Culligan Water Conditioning	13-5800	Water Conditioning		85.23
12326298	06/29/2017	DATAFLOW BUSINESS SYSTEMS	01-5610	Copy Machine		1,817.85
12326299	06/29/2017	DELL MARKETING LP	01-4400	Dell latitude-sped C.Morris	1,274.12	
				Technology Equipment	2,020.37	3,294.49
12326300	06/29/2017	Foster Farms Dairy	13-4700	Dairy / Cafeteria		214.54
12326301	06/29/2017	GREENFIELD TRUE VALUE	01-4300	Operations Supplies		79.81
12326302	06/29/2017	HOME DEPOT CREDIT SERVICES Dept. 32-2501271344	01-4300	Ag Supplies	2,336.92	
				Portola	113.45	
				Shelving for Classroom	655.30	3,105.67
12326303	06/29/2017	KageWerks, Inc., DBA	01-4400	storage fees		139.81
12326304	06/29/2017	KING CITY GLASS	01-5620	VANDALISM 124-134 WINDOWS	1,857.07	
				Vandalism to 104-116	1,266.13	3,123.20
12326305	06/29/2017	KING CITY TRUE VALUE HARDWARE	01-4300	Maintenance Supplies KCHS	104.11	
				OPEN PO FOR SUPPLIES	104.53	208.64
12326306	06/29/2017	LOZANO SMITH	01-5810	Lozano Smith Contract		4,194.98
12326307	06/29/2017	Mail Finance	01-5630	Postage Machine		159.16
12326308	06/29/2017	Michelle Steiner	01-5800	Consultant- SPED Services	1,156.25	

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

ESCAPE ONLINE

**Checks Dated 06/15/2017 through 06/30/2017**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12326308	06/29/2017	Michelle Steiner		Psychologist Services	5,000.00	6,156.25
12326309	06/29/2017	Monterey County Health Dept	13-5800	Health dept		2,747.00
12326310	06/29/2017	NASCO	01-4300	Ag supplies	1,086.60	
				AIG - Supplies Desi V.	892.64	1,979.24
12326311	06/29/2017	OFFICE DEPOT BUSINESS SERVICES	01-4300	Blanket Open PO For Office	10.07	
				Depot-Classroom		
				OPEN PO FOR SUPPLIES	432.95	443.02
12326312	06/29/2017	PENINSULA SPORTS, INC/PSI	01-5800	Year End Audit Game Fees		72.67
12326313	06/29/2017	RG Fabrication, Inc	01-4300	Open PO for Ag Classes		30.45
12326314	06/29/2017	RMI-Airdyne, Econocold, Clark	01-6400	Floral Walk-In Cooler		18,603.00
12326315	06/29/2017	SAFEWAY INC	01-4300	Equity meeting supplies	160.44	
				Open PO for Foods and Products	73.95	
				SPED SUPPLIES	159.39	
				Teacher and Admin Training Supplies	217.53	611.31
12326316	06/29/2017	Sysco San Francisco	13-4700	Rest of 16-17 Sysco Food		722.33
12326317	06/29/2017	TMT Enterprises, Inc.	01-4300	Open PO for Candlestick Mix. See instructions.		2,874.78
12326318	06/29/2017	UNITED PARCEL SERVICE	01-5930	UPS Services		121.51
12326319	06/29/2017	Via Foundation, The	01-4300	LifePak		141.92
12326320	06/29/2017	Daniel Mendoza	01-5800	Greens Accounting Scholarship GHS		500.00
12326321	06/29/2017	Gabriela Gasca Garcia	01-5800	GHS Booster Club		500.00
12326322	06/29/2017	Jessica B. Perez	01-5800	GHS Booster Club		500.00
<b>Total Number of Checks</b>					<b>104</b>	<b>378,094.65</b>

	Count	Amount
Cancel	1	180.00
Net Issue		377,914.65

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	General Fund	91	361,759.78
11	Adult Education Fund	3	2,055.09
13	Cafeteria Fund	10	10,914.84
25	Capital Facilities Fund	1	3,187.20

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

**Checks Dated 06/15/2017 through 06/30/2017**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	103		377,916.91	
		Less Unpaid Tax Liability			2.26	
		Net (Check Amount)			<u>377,914.65</u>	

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

ESCAPE **ONLINE**

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

**SUBJECT:** Approval of Purchase Orders  
June 15 – June 30, 2017

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Attached is the listing of Purchase Orders issued for the fourth quarter, June 15– June 30, 2017. At our June Board Meeting, we were only able to provide April – June 14, 2017.

Recommendation:

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

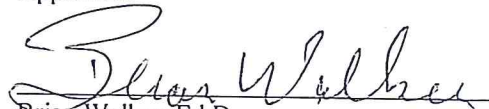
Fiscal Impact:

Per the Board approved budget.

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

## Includes Purchase Orders dated 06/15/2017 - 06/30/2017

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B17-00379	SAFEWAY INC	Equity meeting supplies	District Office	01	160.44
B17-00380	CA Janitorial Supply Corp	Custodial Supplies	MOTF_KC	01	6,085.55
B17-00382	UNITED PARCEL SERVICE	UPS Services	Business Office	01	657.81
B17-00383	King City Radiator Service	Engine	District	01	1,000.00
B18-00001	CASEY PRINTING, INC	Math Modules	District	01	22,546.88
B18-00003	CDW-G	OPEN PO FOR TECHNOLOGY SUPPLIES	District Office	01	7,500.00
B18-00004	CDW-G	OPEN PO FOR TECHNOLOGY CLASSROOM EQUIPMENT	District Office	01	5,500.00
B18-00005	CDW-G	OPEN PO FOR TECHNOLOGY EQUIPMENT	District Office	01	5,500.00
B18-00006	CDW-G	OPEN PO FOR TECHNOLOGY MATERIALS AND SUPPLIES	District Office	01	5,500.00
B18-00007	GRAINGER INC,W W	OPEN PO FOR SUPPLIES	District Office	01	2,500.00
B18-00008	OFFICE DEPOT BUSINESS SERVICES	OPEN PO FOR SUPPLIES	District Office	01	4,500.00
B18-00009	MCMASTER CARR SUPPLY CO	OPEN PO FOR SUPPLIES	District Office	01	500.00
B18-00010	KING CITY TRUE VALUE HARDWARE	OPEN PO FOR SUPPLIES	District Office	01	500.00
B18-00011	Cyberguys / E-Filliate Inc	Supplies	District Office	01	1,500.00
B18-00012	UMSTEAD ELECTRIC (DBA)	LED Project	District	01	393,943.00
B18-00013	CA Ass'n for Bilingual ED - CA BE	Project to inspire	District	01	47,000.00
B18-00014	Michelle Steiner	Psychologist	District	01	18,750.00
B18-00015	County of Monterey	Probation officer	District	01	60,429.00
B18-00016	Riverside County Office of Ed	Professional services	District	01	22,000.00
B18-00017	CA School Boards Assoc	Software Licensing	District	01	2,270.00
B18-00018	Tombleson Inc.	GHS Portables	District	01	224,875.00
B18-00019	County of Monterey	Therapist	District	01	101,322.00
B18-00020	OFFICE DEPOT BUSINESS SERVICES	Blanket Open PO - Classroom Supplies	King City High School	01	2,200.00
B18-00021	OFFICE DEPOT BUSINESS SERVICES	Blanket Open PO - Office Supplies	King City High School	01	2,200.00
B18-00022	LOZANO SMITH	Legal Services	District	01	30,000.00
B18-00023	Dannis Woliver Kelley / DWK	Legal Services	District	01	6,000.00
B18-00024	Bruce Flyn Inspections	DSA Inspector	District	01	6,800.00
B18-00026	MCOE	SPED Transportation	District	01	230,000.00
B18-00027	Law Office of Peter Sansom	Legal Services	District	01	50,000.00
B18-00028	Debora Bell	SPED services	District	01	6,000.00
B18-00029	Monarch Behavior Sltns, Inc.	behavior analyst	District	01	50,000.00
PO17-00887	Ca Association of Work	CAWEE-Work Permit Certification	District Office	01	175.00
PO17-00889	Ca Association of Work	CAWEE- Certification to do work permits	District Office	01	175.00
PO17-00963	NASCO	AIG Supplies - Desi V.	Greenfield High School	01	2,647.23
PO17-01021	PRAXAIR DISTRIBUTION INC	Ag Supplies	District	01	4,438.70
PO17-01022	NASCO	Ag supplies	Greenfield High School	01	1,205.00

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

ESCAPE ONLINE

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## Includes Purchase Orders dated 06/15/2017 - 06/30/2017

PO Number	Vendor Name	Description	Location	Fund	Account Amount
PO17-01023	HOME DEPOT/GECF	Ag Supplies	Greenfield High School	01	2,907.73
PO17-01025	PRAXAIR DISTRIBUTION INC	Ag Supplies	Greenfield High School	01	1,500.00
PO17-01026	OFFICE DEPOT BUSINESS SERVICES	Ag Dept. Suplies	Greenfield High School	01	4,134.99
PO17-01028	CASEY PRINTING, INC	Name Badges	District	01	124.49
PO17-01029	National Wrestling C A	Software	King City High School	01	79.00
PO17-01030	ARAMARK UNIFORM SERVICES	Shop towels and uniforms	District	01	427.09
PO17-01031	Avila Construction Co	Change Orders 1, 2 & 3	District	01	37,646.00
PO18-00069	Holtzbrinck Publishers LLC	Text books	King City High School	01	12,593.41
PO18-00071	Cengage Learning	Math Textbooks	King City High School	01	15,003.45
PO18-00072	Houghton Mifflin Harcourt	Science Textbook	King City High School	01	13,618.98
PO18-00073	APPLE COMPUTER	Equipment Upgrades	District	01	3,561.22
PO18-00074	DELL MARKETING LP	Equipment Upgrades	District	01	12,621.57
PO18-00075	CDW-G	Document Cameras/Tablet Chargers	District	01	10,637.67
PO18-00076	Barnes & Noble Booksellers, In c.	PLTW Materials - Lopez	District Office	01	663.13
PO18-00077	TIGER SUPPLIES	PLTW Materials	District Office	01	1,064.75
PO18-00078	MCMaster CARR SUPPLY CO	Weights for PLTW	District Office	01	798.89
PO18-00079	MCMaster CARR SUPPLY CO	Weights for PLTW	District Office	01	788.22
PO18-00080	Saltillo Corp	Nova Chat 8-SymbolStix	Portola-Butler Cont	01	350.00
PO18-00081	Robust PFT	Physical Fitness Test Software	District	01	800.00
PO18-00082	SAFEWAY INC	Supplies for Aeries/Tech Meetings	District Office	01	500.00
PO18-00083	Sysco San Francisco	Sysco Food Open Purchase Order	District	13	75,000.00
PO18-00084	SCHOLASTIC INC	Science World Subscription	King City High School	01	448.88
PO18-00085	SCHOLASTIC INC	Choices Renewal Subscription	King City High School	01	168.33
PO18-00086	SCHOLASTIC INC	Renewal Subscription	King City High School	01	177.20
PO18-00087	Pearson Learning Group	AP Research Consumable	King City High School	01	944.84
PO18-00090	PTM Document Systems, Inc	Report Card Paper	King City High School	01	1,736.78
PO18-00091	OFFICE DEPOT BUSINESS SERVICES	Assorted Paper	King City High School	01	368.63
PO18-00092	OFFICE DEPOT BUSINESS SERVICES	Copy Paper	King City High School	01	2,597.13
PO18-00093	Rainbow Printing Inc/dba	PE Cards	King City High School	01	521.77
PO18-00094	Image Sales	Supplies for ID Cards	King City High School	01	445.33
PO18-00095	HOME DEPOT/GECF	PE Supplies	King City High School	01	141.79
PO18-00096	FLINN SCIENTIFIC INC	Science Supplies	King City High School	01	420.02
PO18-00097	APPERSON	Scantrons	King City High School	01	255.42
PO18-00098	Stradiling Yocca Carlson & Rau th	Legal Services	District	01	25,000.00
PO18-00099	Heartland Payment System, Inc. Attn: Nutrikids	open purchase order	Greenfield High School	13	1,619.50

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ESCAPE ONLINE

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**Includes Purchase Orders dated 06/15/2017 - 06/30/2017**

PO Number	Vendor Name	Description	Location	Fund	Account Amount
PO18-00100	AMERICAN SUPPLY COMPANY	Cafeteria Supplies	Greenfield High School	13	5,000.00
PO18-00101	Foster Farms Dairy	Foster Farms Open Purchase Order	Greenfield High School	13	10,000.00
PO18-00102	HOBART	Hobart Open PO	Greenfield High School	13	3,000.00
PO18-00103	Monterey County Health Dept	Open Purchase order	Greenfield High School	13	1,750.00
PO18-00104	Culligan Water Conditioning	open Purchase Order	Greenfield High School	13	1,000.00
PO18-00105	ARAMARK UNIFORM SERVICES	Cafeteria	Greenfield High School	13	5,000.00
PO18-00106	TRI-COUNTY FIRE PRTCTN, INC	kitchen hood inspection	Greenfield High School	13	400.00
PO18-00107	CA DEPT OF EDUCATION	open PO	Greenfield High School	13	1,500.00
PO18-00109	Michelle Steiner	Travel Cost	District Office	01	2,000.00
PO18-00110	Abacheril Fence CO	Fencing - Old Business Office	District	01	3,540.00
<b>Total Number of POs</b>			<b>81</b>	<b>Total</b>	<b>1,589,236.82</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	15	63,239.54
		<b>Total Fiscal Year 2017</b>	<b>63,239.54</b>
01	General Fund	56	1,421,727.78
13	Cafeteria Fund	10	104,269.50
		<b>Total Fiscal Year 2018</b>	<b>1,525,997.28</b>
		<b>Total</b>	<b>1,589,236.82</b>

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

ESCAPE **ONLINE**

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

**SUBJECT:** Approval of Sale and Disposal of Equipment and Supplies

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Pursuant to Board Policy, the following list of items are unusable, obsolete or no longer needed. Further, none of the items has an estimated salvage value for one or all of the items that exceed \$2,500.

These items will be sold if possible otherwise, they will be disposed of:

- 14 - 6' x 30" tables
- 2 - 5' x 30" tables
- 1 - 4'6" x 28 kidney table
- 1 - Panasonic D.P. 6020 copier (electronic recycling)
- 1 - Risograph R.N. 2030 WI ID No. 5789 (electronic recycling)
- 1 - Risograph R.N. 2000 WI ID No. 5790 (electronic recycling)
- 2 - soda coolers - no tag

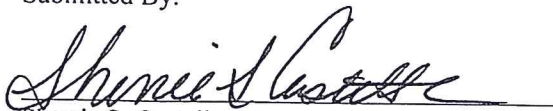
Recommendation:

It is recommended that the Board of Education approve the sale and disposal of surplus equipment.

Fiscal Impact:

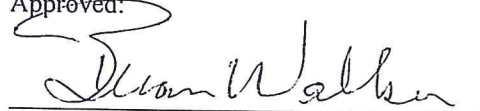
None

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent

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

**SUBJECT:** Shredding of Duplicate Copies of Class One  
Permanent Records from 1920-2016

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

The governing board of any school district may make photographic, microfilm, or electronic copies of any records of the district. The original of any records of which a photographic, microfilm, or electronic copy has been made may be destroyed when provision is made for permanently maintaining the photographic, microfilm or electronic copies in the files of the district, except that no original record that is basic to any required audit shall be destroyed prior to the second July 1st succeeding the completion of the audit.

Permanent records, including personnel files, payroll files, and student records for the period from 1920 through 2016 were scanned to media format and uploaded to the secure portal. The records are readily available for staff or parents for inspection.

Recommendation:


It is recommended that the Board of Education approve the shredding of physical copies of Class One Permanent records for the period of 1920 through 2016 that have been scanned and uploaded to the secure portal.


Fiscal Impact:

\$1,200, General Fund

Submitted By:

Approved:

  
Sherrie Castellanos  
Chief Business Official

  
Brian Walker, Ed.D.  
Superintendent

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

**SUBJECT:** Approval of Out of State Travel for Dr. Walker and Mr. Lynch to the National FFA Convention

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Dr. Walker and Mr. Lynch were invited to attend the National FFA Convention on October 27, 2017 in Indianapolis in honor of one of our students from Greenfield High School who is one of four finalist.

Pursuant to Board Policy BP 3550 (AR 3550 ((a)), out of state travel requires Governing Board approval.

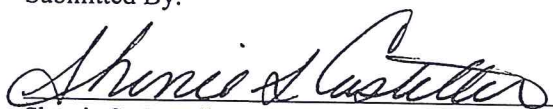
Recommendation:

It is recommended that the Board of Education approve the out of state travel for Dr. Walker and Mr. Lynch to attend the National FFA Convention.

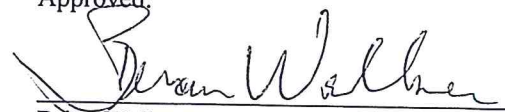
Fiscal Impact:

\$2,125 General Fund Unrestricted

Submitted By:

  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
Brian Walker, Ed.D.  
Superintendent

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

**SUBJECT:** Approval of Contracts

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**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 agreements, proposals, contracts or memorandums of understanding for approval:

Linda Grundhoffer, State Trustee  
American Supply Company  
CPRS  
Girl's Inc.  
Teter Architects  
Andrea Covarrubias  
Judy McPhail  
King City Union SD  
Lincoln Hatch  
Umstead Electric  
Uretsky Security  
Atkinson, Andelson, Loya, Ruud & Romo, A professional Law Corp.  
Monterey County Health Department, Behavioral Health and SELPA  
Document Tracking Services  
Fagen Friedman & Fulfrost

Recommendation:

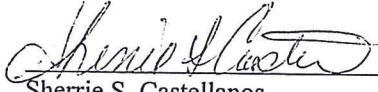
It is recommended that the Board of Education approve the following:

Fiscal Impact:

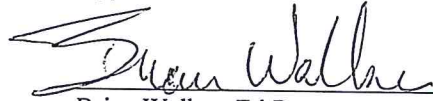
Linda Grundhoffer, State Trustee \$37,800  
American Supply Company \$8,318  
CPRS \$1,600  
Girl's Inc. - None  
Teter Architects \$7,000  
Andrea Covarrubias \$3,500  
Judy McPhail \$10,500  
King City Union SD \$14,400

Lincoln Hatch \$3,500  
Umstead Electric \$5,725  
Uretsky Security \$181,000  
Atkinson, Andelson, Loya, Ruud & Romo, A Professional Law Corporation \$2,000  
Monterey County Health Department, Behavioral Health and SELPA, Not Applicable  
Document Tracking Services, \$1,245  
Fagen Friedman & Fulfroost, \$6,500

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

# SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

MEETING: August 23, 2017

SUBJECT: Approval of Contracts

AGENDA SECTION:

- ACTION
- INFORMATION
- ACTION/CONSENT

<u>Description</u>	<u>Company or Contractor Name:</u>	<u>Contract Description</u>	<u>Original Contract Amount</u>	<u>Additional Contract Amount</u>	<u>Funding Source (s)</u>	<u>No Budget Adjustment Required</u>	<u>Requires Budget Adjustment (may impact)</u>	<u>Current Approval Amount</u>	<u>Fiscal Year</u>
Professional Service	Linda Grundhoffer, State Trustee	Fiscal Services	\$37,800	N/A	General Fund	X		\$37,800	2017/18
Equipment	American Supply Company	Equipment Purchase	\$8,318	N/A	Cafeteria Funds		X	\$8,318	2017/18
Licensing	CPRS	Asset Management	\$1,600	N/A	General Fund	X		\$1,600	2017/18
Partnership	Girl's Inc	Shared Space/Partnership	N/A	N/A	N/A	X		N/A	2017/18
Professional Services	Teter Architects	Architects	\$7,000	\$39,725	Routine Restricted Maintenance	X		\$7,000	2017/18
Professional Services	Andrea Covarrubias	Mandated Screenings	\$3,500.00	N/A	General Fund	X		\$3,500.00	2017/18
Professional Services	Judy McPhail	Speech/Language Pathologist	\$10,500.00	N/A	Special Education	X		\$10,500.00	2017/18
Professional Services	King City Union SD	Occupational Therapist	\$14,400.00	N/A	Special Education	X		\$14,400.00	2017/18
Professional Services	Lincoln Hatch	Audio Visual	\$3,500.00	N/A	General Fund	X		\$3,500.00	2017/18
Construction	Umstead Electric	Repair Electrical	\$5,725.00	N/A	Routine Restricted	X		\$5,725.00	2017/18
Professional Services	Uretsky Security Service Contract	Security Services	\$181,000.00	N/A	LCAP/General Fund	X		\$181,000.00	2017/18
Professional Services	Atkinson, Andelson, Loya, Ruud & Romo	Legal Services	\$2,000.00	N/A	General Fund	X		\$2,000.00	2017/18
Professional Services	Behavioral Health and the SELPA	Mental Health Services	N/A	N/A	N/A			N/A	2017/18
Professional Services	Document Tracking Services	Licensing	\$1,245.00	N/A	General Fund	X		\$1,245.00	2017/18
Professional Services	Fagen Friedman & Fulfrost	Legal Services	\$6,500.00	N/A	General Fund	X		\$6,500.00	2017/18

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

**SUBJECT:** Approve the Security Service Contract for Uretsky Security

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

This is a renewal contract to provide campus security for King City HS, Greenfield HS and Portola Butler HS. The level of service will remain the same as last year.

Recommendation:

It is recommended that the Board of Education approve Security Service Contract with Uretsky Security for 2017/18.

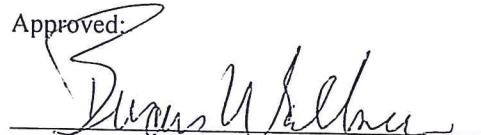
Fiscal Impact:

\$181,000 estimated. General Fund/LCAP

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent





PPO16659

# URETSKY SECURITY

201 D Calle Del Oaks, Del Rey Oaks Ca 93940

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

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

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

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## SECURITY SERVICE CONTRACT

BETWEEN

URETSKY  
SECURITY

&

SOUTH MONTEREY COUNTY JOINT UNION  
HIGH SCHOOL DISTRICT

# SECURITY CONTRACT

This Contract is made and entered into as of July 1, 2017 between South Monterey County Joint Union High School District, located at 800 Broadway, King City, CA 93930, hereinafter referred to as "Client", and URETSKY SECURITY, a California partnership (hereinafter called Contractor).

## RECITALS

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

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

IT IS MUTUALLY AGREED AS FOLLOWS;

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

### 2. LOCATION & TIMES OF SERVICE

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

- a. The premises to be served by CONTRACTOR are;
- o South Monterey County Joint Union High School District
    - Greenfield High School, 225 El Camino Real, Greenfield, CA 93927
    - King City High School, 720 Broadway Street, King City, CA 93930
    - Portola-Butler High School, 760 Broadway Street, King City, CA 93930

- b. The Date & Time to be served by CONTRACTOR are;
- o Start Date: July 1, 2017
  - o Service Days: Monday through Friday (when school is in session)
  - o Service Times: 7:30 AM – 3:30 PM (school hours)

### 3. SCOPE OF SERVICE

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

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

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

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

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

#### 4. INSURANCE & EQUIPMENT

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

#### 5. RATES AND PAYMENTS

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

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

## 6. TERMS

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

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

- n. Failure of **CONTRACTOR** to enforce any provision of this Agreement, or any of its rights under this Agreement shall not be considered a waiver of such provision or in any way affect the validity of this Agreement.
- o. In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- p. This contract may be terminated by either party at any time with no penalty. Notwithstanding this Agreement may be suspended or cancelled without notice at the option of **CONTRACTOR**, if **CONTRACTOR** or the **CLIENT'S** premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event **CONTRACTOR** is unable to render service due to circumstances beyond its reasonable control.

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

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

Uretsky Security

South Monterey County Joint Union  
High School District

Printed Name: Nicholas Cina

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

Signature: N. Cina

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

Title: Partner

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

Date: 7/25/17

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

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

**SUBJECT:** Approval of Contract for State Trustee, Linda Grundhoffer

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

South Monterey Joint Union High School District received an emergency apportionment and for the term of the loan, the State Superintendent of Public Instruction (SSPI) will appoint a State Trustee. The Trustee is contracted to monitor and review District's operations to ensure the District remains fiscally solvent; stay and rescind any action of the District governing board that may adversely affect the financial condition of the District; provide advice and recommendations to district staff and governing board members regarding budgetary, fiscal or any issues that may affect the financial condition of the district, communicate with the SSPI and District regarding critical issues or incidents, remain current on educational fiscal issues and any other duties required by SSPI.

The State School of Public Instruction has contracted with Ms. Grundhoffer to provide these services to the District.

Recommendation:

It is recommended that the Board of Education approve the Contract for State Trustee, Linda Grundhoffer.


Fiscal Impact:

\$37,800 Unrestricted General Fund

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

## CONTRACT FOR TRUSTEE FOR THE SOUTH MONTEREY JOINT UNION HIGH SCHOOL DISTRICT

The following sets forth the Contract for Trustee between the State Superintendent of Public Instruction, hereinafter referred to as the "SSPI," and Linda Grundhoffer, hereinafter referred to as the "Trustee."

### 1. SCOPE AND TERM

- 1.1 The South Monterey Joint Union High School District (the "District") received an emergency apportionment and met the conditions pursuant to California *Education Code (EC)* Section 41326(f) and regained all its legal rights, duties, and powers, except for the powers held by a trustee pursuant to Article 2, commencing with *EC* Section 41320. Pursuant to the authority provided to the SSPI by subdivision (a) of the *EC* Section 41320.1, the SSPI hereby appoints the Trustee to act during the Term (defined below) as the state trustee for the District as such role is set forth in the *EC* sections 41320.1, 41321, and 41322.
- 1.2 The Trustee accepts such appointment and agrees to perform such duties to the best of her abilities, in strict compliance with all applicable law and pursuant to the terms and conditions of this Contract. As provided by the *EC* Section 41320.1(a)(2), the Trustee shall serve at the pleasure of, and report directly to, the SSPI.
- 1.3 The term of the appointment is from July 1, 2017, through June 30, 2018 (the "Term"), unless sooner terminated as set forth in Paragraph 7.

### 2. COMPENSATION, REIMBURSEMENT, AND BENEFITS

The Trustee is an independent contractor and not an employee, except to the extent otherwise required by *EC* Section 41320.1(e). In consideration of the performance of the duties and responsibilities as described in this Contract, the Trustee will be compensated by the District pursuant to *EC* Section 41320.1(a)(1) for services rendered as follows:

- 2.1 The Trustee's base rate of compensation will be Two Thousand Eight Hundred Dollars (\$2,800) per month.
- 2.2 The Trustee shall receive a travel and business expense allotment of Three Hundred Fifty Dollars (\$350) per month to defray expenses incurred in the performance of her duties for mileage from home to and within Monterey County, lodging in Monterey County, parking, telephone and telecommunication charges, postage, and supplies.



2.3 (a) The Trustee shall receive reimbursement for other reasonable and necessary actual expenses incurred in the performance of her duties, with the exception of expenses deemed reimbursed through the travel and business expense allotment provided in Paragraph 2.2. Reimbursement for other business and travel expenses shall be governed by the District rules and policies.

(b) During the Term of this Contract, the Trustee shall submit monthly claims, in arrears, for substantiated business and travel expenses pursuant to Paragraph 2.3(a) to the California Department of Education (CDE) project monitor for review and approval. The Trustee will be paid directly by the District, in accordance with the District's procedures, following the CDE approval of the claims.

To request payment, the Trustee shall submit the original copy of an itemized claim and the original copy of any expense receipts to:

Peter Foggiato, Director  
School Fiscal Services Division  
California Department of Education  
1430 N Street, Suite 3800  
Sacramento, CA 95814

Upon the CDE's review and approval, the District shall pay the claim.

(c) The Trustee agrees to maintain receipts, invoices, and other records pertaining to expenses and costs incurred pursuant to Paragraph 2.3(a) during the term of this Contract and thereafter until the third school year after the school year in which they were originated. Records maintained pursuant to this Contract shall be subject to examination and audit until the third school year after the school year in which they were originated.

2.4 During the term of this Contract, the Trustee will be paid her monthly compensation (Paragraph 2.1 above) and business expense allotment (Paragraph 2.2), in arrears and as an independent contractor, directly by the District in accordance with the District's procedures, and without prior CDE approval.

2.5 As an independent contractor, the Trustee is not eligible for any employee benefits from the state or from the District. The Trustee will therefore be responsible for her own dental and vision care, health insurance, long-term care coverage, life insurance, retirement plan, tax deferred savings, vacation, leave, etc., subject to the provisions of EC Section 41320.1(e).

- 2.6 As an independent contractor, the Trustee accepts full and sole responsibility for determining and evaluating how the execution or performance of this Contract or the Trustee's acceptance of the employment contemplated hereby may impact the Trustee's benefits under CalPERS, CalSTRS or any other employment or retirement benefit program. No warranty or representation whatsoever has been made to the Trustee with respect to such impacts and the Trustee hereby forever releases and discharges the SSPI, his staff and the District from any and all claims arising from or in connection with any such impacts that may occur.

### **3. NONDISCRIMINATION CLAUSE**

The Trustee hereby agrees to abide by the provisions of the document entitled "Nondiscrimination Clause" which is attached hereto and incorporated herein.

### **4. PROJECT MONITOR**

Peter Foggiato of the CDE is hereby named as state project monitor and SSPI designee. The monitor is not authorized by the state to make any commitments or make any changes which will affect the amount, terms or conditions of this Contract without a formal contract amendment agreed to by the parties to this Contract.

### **5. TRUSTEE DUTIES AND FUNCTIONS**

The Trustee's duties and functions shall include, but not be limited to, the following:

- 5.1 Monitor and review the District's operations to ensure that the District remains fiscally solvent.
- 5.2 Stay or rescind any action of the District governing board that, in the judgment of the Trustee, may adversely affect the financial condition of the District.
- 5.3 Stay current on educational fiscal issues by attending conferences, workshops, and meetings on education finance issues and reading periodicals, studies, reports, and other relevant materials, to share such information with the SSPI, district staff, the governing board, and community, as appropriate.
- 5.4 Provide advice and make recommendations to district staff and governing board members regarding budgetary, fiscal, or any issues that may affect the financial condition of the district.
- 5.5 Communicate openly and in a timely manner to the SSPI, district staff, governing board, and the community, and promptly inform the SSPI of critical issues or incidents.

- 5.6 Perform other duties and functions as assigned or required by the SSPI and EC sections 41320.1, 41321, and 41322.

## 6. SSPI/TRUSTEE RELATIONS AND COMMUNICATIONS

- 6.1 The Trustee will work with the SSPI or designee and the District Superintendent in developing and maintaining a spirit of cooperation and teamwork.
- 6.2 The Trustee will meet periodically as requested by the SSPI or designee for the purpose of informing and advising the SSPI about the District's status.

## 7. TERMINATION OF CONTRACT

- 7.1 The SSPI or the Trustee may elect to terminate this Contract without cause by giving thirty (30) days written notice. Upon termination in the middle of a month, base compensation, business expense allotment and any other compensation shall be pro-rated for the number of actual days of service divided by the total number of available work days in the final month of service.
- 7.2 The SSPI may suspend the Trustee's duties and authority without cause at any time immediately upon written notice, provided that the Trustee shall continue to receive compensation (Paragraph 2.1) as set forth herein. The Trustee shall not incur any new business and travel expenses or other expenses during such suspension, but will continue to be reimbursed for outstanding expenses incurred prior to suspension.

## 8. APPLICABLE LAW

This Contract shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Contract be invalid the remainder of this Contract shall nevertheless be binding and effective. The SSPI and Trustee agree to engage in mediation of the disputes, if any, concerning this Contract, with each party to bear his or her own costs.

## 9. COMPLETE AGREEMENT

- 9.1 This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral or written, express or implied, are hereby superseded and merged herein.
- 9.2 Any amendment, modification, or variation from the terms of the Contract shall be in writing, shall be effected only upon approval of such amendment,

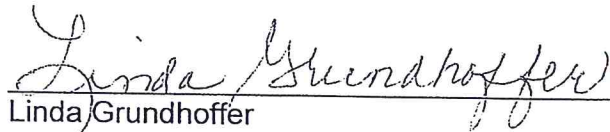
modification, or variation by the SSPI or designee and the Trustee, and shall not operate as a termination of this Contract.

**10. INDEMNIFICATION**

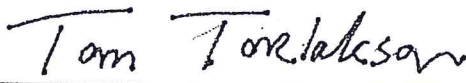
The Trustee shall be indemnified to the same extent as other employees of the District pursuant to California *Government Code* Section 995 and shall be covered by the District's errors and omissions liability insurance policy pursuant to subdivision (e) of the *EC* Section 41320.1.

**SIGNATURES**

Date 5/31/17

  
\_\_\_\_\_  
Linda Grundhoffer  
Trustee

Date 6/14/17

  
\_\_\_\_\_  
Tom Torlakson  
State Superintendent of Public Instruction

## NONDISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California *Government Code* Section 12900 et seq.) and the applicable regulations promulgated thereunder (California *Code of Regulations* [CCR], Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California *Government Code* Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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

**SUBJECT:** Approval of Purchase of Gas Convection Oven from American Supply Company      **MEETING:** August 23, 2017

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

The oven at King City High School was evaluated and determined to be non-repairable. Proposals were requested and American Supply Company provided the lowest, most responsible quote.

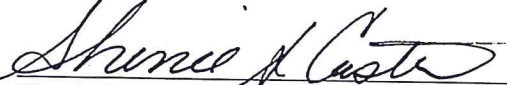
Recommendation:

It is recommended that the Board of Education approve the purchase of the Gas Convection Oven from American Supply Company.

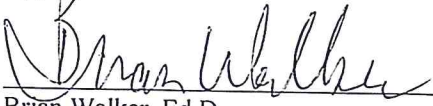
Fiscal Impact:

\$8,318, Cafeteria Funds (\$5000 budgeted/\$3,318 reduces ending balances).

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

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

**SUBJECT:** Approval of Agreement for Educational Services  
with CPRS

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Attached is a renewal agreement with CPRS to provide access to software to manage the District's assets.


Recommendation:

It is recommended that the Board of Education approve Agreement for Educational Services, CPRS.

Fiscal Impact:

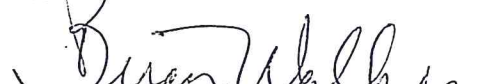
\$1,600 Unrestricted General Fund

Submitted By:

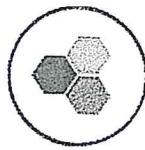


Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent



**CPRS**  
FIXED ASSET AND INVENTORY  
SOLUTIONS

7/24/2017

Please find enclosed the contract for the 2017/2018 fiscal year.

**Please sign one copy and return with a Purchase Order or your district's Services Agreement.**

If you have any questions feel free to call. As always, we appreciate you coming to CPRS for your fixed asset needs.

Sincerely,



Duggan Kerney



**CPRS**  
FIXED ASSET AND INVENTORY  
SOLUTIONS

ph. 408.354.1952  
cell. 406.531.7298  
fax. 408.493.4597  
cprsassets.com





AGREEMENT FOR EDUCATIONAL SERVICES

THIS AGREEMENT is made this 20th day of July 2017, between CALIFORNIA PROPERTY RECORD SYSTEMS, hereinafter call the CONSULTANT and the SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT, hereinafter called the DISTRICT.

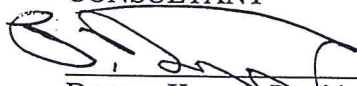
The CONSULTANT agrees to perform/provide for the DISTRICT the following services:

Yr 2017/2018: CPRS will provide access to web based fixed asset manager for the period ending June 30, 2018 for the cost of \$1600.00.

**\*Software access will be billed at execution of contract**

The CPRS Equipment Inventory System will put the DISTRICT in compliance with the California State Education Code, GAAP and GASB Statement 34 accounting and reporting requirements. The DISTRICT will be invoiced after the completion of each of the above services. The CONSULTANT agrees to provide Insurance covering the above services provided by CONSULTANT under this agreement, to self-insure such services. CONSULTANT also agrees to hold harmless and indemnify the DISTRICT, its officers, agents and employees with respect to all damages, costs, expenses or claims, in law or in equity arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of faulty performance of the services to be performed by CONSULTANT hereunder, and CONSULTANT agrees to defend any and all actions, suits or other legal proceedings at CONSULTANT's own expense, cost, risk, that may be brought or instituted against the DISTRICT, its officers, agents and employees, or any such claim or demand and pay or satisfy any final judgment or award against the DISTRICT, it's officers, agents or employees in any such action, suit or legal proceeding. It is expressly understood and agreed to by both parties hereto that the CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid DISTRICT.

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

CONSULTANT  
  
\_\_\_\_\_  
Duggan Kerney, President  
California Property Record Systems

DISTRICT  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature

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

**SUBJECT:** Approval of Memorandum of Understanding with  
Girls Inc.

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Girls Inc. is a program that is designed to encourage girls to pursue post-secondary education and plan for the future. This program has been working with our District for years and is very successful.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding with Girls Inc.

Fiscal Impact:

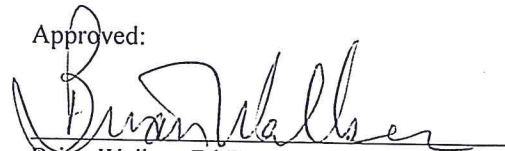
No fiscal impact.

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent

**MEMORANDUM OF UNDERSTANDING  
BETWEEN GIRLS INC. AND THE SOUTH MONTEREY COUNTY JOINT UNION HIGH  
SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU” or “Agreement”) is made this \_\_\_ day of August 2017 (“Effective Date”) by and between the South Monterey County Joint Union High School District (“District”), a California public school district, and Girls Inc., an international, research-based program designed to inspire girls to be strong, smart and bold by exposing them to experiences that help girls navigate gender, economic and social barriers. The intent of this contractual agreement is to clarify the respective roles and responsibilities of the partnership.

**RECITALS**

**WHEREAS**, the partnership was formed for the purposes of providing programming and services designed to support the adolescent development of female students through a multitude of programs offered and

**WHEREAS**, the District desires through such partnership, to foster leadership development by encouraging girls to take risks to master physical, intellectual and emotional challenges and

**WHEREAS**, the District wishes the partnership to provide certain programs that address math and science education, pregnancy and drug abuse prevention, media literacy, economic literacy, adolescent health, violence prevention, sports participation and other services as set forth herein to District students.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and conditions of this Agreement, including the recitals hereof, which are incorporated herein by this reference, the District and Girls Inc., agree as follows:

**Girls Inc. will facilitate**

The ECHO Leadership Program (August-May): a program is designed to encourage girls to pursue post-secondary education, and plan for future careers. The sessions are designed to inspire young women to value themselves and their dreams, to develop an action plan to achieve their goals, and to begin seeing themselves as leaders. **The program meets once a month, after school from 5:30pm-8:00pm, located at King City and Greenfield High Schools.**

- a) Girls, Inc will facilitate the mentoring adolescent development program for young women that focus on education, career, health and additional opportunities.
- b) Girls, Inc will facilitate the program two to three times a month for at least 25 students. Program includes 15 modules and each session will not to exceed three hours per session.
- c) Provide the staff to facilitate the program and ensure that they meet District requirements.
- d) Funding for the program will be provided by outside agencies including Foundations, Grants, and private funding.

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

- A) Will provide class space for conducting the program including storage area.

- B) Will allow Girls Inc. to designate dates for recruitment presentations to 9<sup>th</sup> and 10<sup>th</sup> grade girls.
- C) Will assist in identify students to participate in the program.
- D) Will coordinate with Girls Inc. to ensure the appropriateness of instructional materials used in the program.
- E) Site staff will support the coordination with Girls Inc. to ensure the program fidelity.
- F) Site staff will support the coordination of trips with Girls Inc. staff.

**NOW, THEREFORE**, in consideration of the covenants and conditions of this Agreement, including the recitals hereof, which are incorporated herein by this reference, the District and the Girls Inc, agree as follows:

1. Recitals. The above recitals are true and correct.
2. Term. The term of this Agreement shall be from the Effective Date, through June 30, 2018 (“Term”), unless earlier terminated as provided herein or extended by written agreement signed by the Parties.
3. Oversight and Supervision. Girls Inc. shall be responsible for providing oversight and supervision of all of their staff and other employees who provide services to students at District school sites. Such oversight and supervision shall include, but is not limited to:
  - a. At least two times during the term of this Agreement, Girls Inc., staff shall visit each District site to which a program is established and provide a list of participants and activities that District students are participating in.
  - b. At least annually, the Girls Inc., shall provide the District Superintendent or designee with a written report that shall include, at a minimum, the following information regarding services provided during the prior school year: (1) numbers of students served and programs of participation for each site; (2) ages and grade levels of students receiving services at each site; (3) a description of any and all complaints, if any, made against staff providing any services to District students and the resolution of such complaints; and (4) input from each school site Principal or designee regarding the program and/or staff performance at that site.
4. Termination: Either Party may terminate this Agreement upon no less than thirty (30) days written notice to the other Party with or without cause. Such termination automatically shall take effect on the 31st day following such notice, or on such later date as specified in the notice or as the Parties may agree in writing. Such written notice shall be sufficient to stop further performance of services by Girls Inc.
5. Independent Contractor; Employment Status. While engaged in carrying out the terms and conditions of this Agreement, Girls Inc, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. All Girls Inc. employees providing any services under this Agreement, are solely the employees of Girls Inc. and shall have no right to employment or benefits of any kind from the District. Girls Inc. assumes full responsibility for payment of all federal, state, and local taxes or contributions, unemployment insurance, workers compensation and social security with regard to employees providing services under this Agreement. Girls Inc. shall have sole responsibility for employment, management, dismissal and discipline of its employees providing services under this Agreement.

6. Reporting, Finger Printing and Authorization of Personnel. Girls Inc. shall ensure that its employees, contractors and subcontractors employed or volunteering to provide services to District students under this Agreement have complied with the fingerprinting and criminal background investigation requirements set forth in Education Code sections 45125.1 and 45125.2. Additionally, Girls Inc., will provide ongoing documentation upon hiring or engagement of a new employee, contractor, subcontractor or volunteer. Such documentation shall be forwarded to the District prior to entrance on to District grounds or participation in any activity or business thereon, and prior to permitting the individual any contact with District pupils. Included in such documentation shall be assurance from Girls Inc, that it is not aware of any criminal conviction or propensity making the employee, contractor, subcontractor or volunteer unsuitable for contact with youth.
7. Indemnity and Defense. Girls Inc. and its employees, officers, affiliates, parent corporations, subsidiaries, assigns and successors in interest shall defend, indemnify, and hold harmless the District, its elected and appointed officials, officers, employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, liabilities, losses, damages, or expenses of any kind or nature, arising from the intentional, negligent or willful acts or omissions by Girls Inc. in performing or failing to perform its responsibilities as employer under this Agreement. This section shall survive termination of the Agreement.
8. Assignment: Girls Inc. shall not assign or transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void, and shall constitute a breach of this Agreement.
9. Notices: Notices. All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the Parties at the addresses set forth below:  
  
**District:**  
South Monterey County Joint Union High School District  
800 Broadway  
King City, CA 93930  
  
**Girls Inc of the Central Coast:**  
318 Cayuga Suite 206  
Salinas, CA 93901
10. Change of Address for Notices: The Parties may change their addresses for the purpose of this Agreement by giving written notice of such change in the manner prescribed above to the other Party to this Agreement.
11. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any Party, employee, officer, or agent which is not contained herein shall be binding or valid.
12. Severability: If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

13. Governing Law/Venue: This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any transfer of venue as required by law.
14. Amendment of Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by duly authorized representatives of each of the Parties.
15. Execution in Counterpart. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile shall be deemed original signatures.
16. Headings and Captions. The captions and headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.
17. Binding Effect. This Agreement is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers, sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.
18. Authorized Signature. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein written.

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

By:

Name: Brian Walker, Ed. D.

Title: Superintendent

Date:

**GIRLS INC. OF THE CENTRAL COAST**

By:

Name: Patty Fernandez

Title: Executive Director

Date:

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

**SUBJECT:** Approval of Contract Amendment No. 1, Teter Architects

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Due to the walls at King City HS needing to go through the DSA approval process, we needed an Architect to submit drawings. This addendum is to King City High School Relocatable Project.

Recommendation:

It is recommended that the Board of Education approve the Contract Amendment No. 1 for Teter Architects.

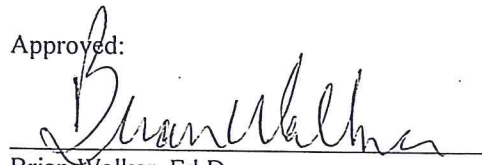
Fiscal Impact:

\$7000 General Fund Unrestricted, Routine Restricted Maintenance

Submitted By:

  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
Brian Walker, Ed.D.  
Superintendent



**CONTRACT AMENDMENT NO. 1 (REVISED)**

In accordance with the CONTRACT dated: October 12, 2016

BETWEEN: South Monterey County Joint Unified High School District

and: TETER, LLP

for the Project: King City High School – Relocatable Classrooms

authorization is requested:

- to proceed with Additional Services
- to proceed with revised scope of Basic Services
- to incur Expenses

AS FOLLOWS:

Scope:

- Site visit by Structural Engineer to review existing conditions.
- Coordination with DSA Field Engineer for approval of existing walls as a CCD to the King City Relocatable Classrooms project, Application Number 01-116555.
- Structural details for review and approval by DSA Field Engineer.
- Fire Alarm Modification by Electrical Engineer.
- Mechanical (HVAC) Evaluation by Mechanical Engineer.
- Associated Architectural Details.
- Expenses (Mileage, Printing, Shipping, etc.).

The following adjustments shall be made to compensation and time:

Compensation:

Compensation shall be on a Time and Materials basis, Not to Exceed \$7,000.00 (Seven thousand dollars).

Time:

To be mutually agreed upon.

Prompt written notice is required if the services indicated are not needed.

**TETER, LLP** (Consultant)

South Monterey County JUHSD (Client)

Signature:   
Name: Aya Shitanishi  
Title: Partner | Architect  
Date: 8/11/2017

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

**SUBJECT:** Approval for Contract with Andrea Covarrubias for the 2017-2018 school year

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary: This is a contract for services with Andrea Covarubias, School Audiometrist, for the 2017-2018 school year for consultation services. She will be providing hearing screening for all 11<sup>th</sup> graders and special education students.

Recommendation:

It is recommended that the Board of Education approve Contract with Andrea Covarubias for the 2017-2018 school year.

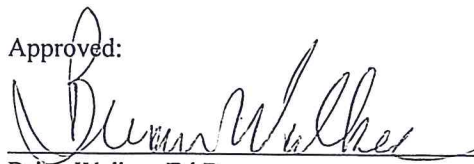
Fiscal Impact:

Not to exceed \$3,500

Submitted By:

  
\_\_\_\_\_  
Carla Morris  
Special Education Manager

Approved:

  
\_\_\_\_\_  
Brian Walker, 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 Andra Coverrubias, School Audioetrist, an independent contractor, hereinafter called "Consultant," for the period specified in Article I. "TERM."

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

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

**I. TERM:**

The effective date of the agreement is July 1, 2017 and terminates June 30, 2018 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated at the rate of \$70 per hour plus travel expenses calculated at hourly rate.
- Total payment(s) to Consultant, under this contract shall not exceed \$3,500.

**III. DISTRICT OBLIGATION:**

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

**IV. CONSULTANT'S OBLIGATION**

1. Consultant agrees to provide the District with hearing screening services during the 2017-2018 school year for mandated grades:10th or 11th, and upon first entry into the California Public School System, as well as for students referred by the School District. The School District may select the specific grades tested where an option exists (i.e 10th or 11th).
2. The District is responsible for providing a quiet room to conduct the testing, class rosters of students to be tested, supervision of students waiting to be tested, and with follow-up procedures.

**V. 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.

**VI. 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.

**VI. 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.

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

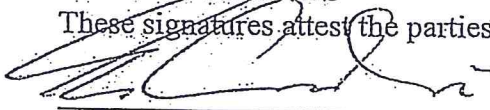
District shall become the owner of and entitled to exclusive possession of all records, documents, files, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District.

**VIII. 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.

**IX. SIGNATURES**

These signatures attest the parties' agreement hereto:



Andra Coverrubias  
School Audioetrist

8/10/17

Date

\_\_\_\_\_  
Brian Walker, 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:

Andrea Coverrubias, School Audiometrist  
CONSULTANT / TITLE (Please Print)

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

Phone number

Cell Phone

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

CBO signature \_\_\_\_\_

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

Routing:

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

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

**SUBJECT:** Approval for Contract with Judy McPhail for the 2017-2018 school year

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary: This is a contract for services with Judy McPhail for the 2017-2018 school year for consultation services. She will be providing support to the new Speech/Language Pathologist to insure legal compliance with reports and services.

Recommendation:

It is recommended that the Board of Education approve Contract with Judy McPhail for the 2017-2018 school year.


Fiscal Impact:

Not to exceed \$10,500

Submitted By:

  
\_\_\_\_\_  
Carla Morris  
Special Education Manager

Approved:

  
\_\_\_\_\_  
Brian Walker, 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 Judy McPhail an independent contractor, hereinafter called "Consultant," for the period specified in Article I. "TERM."

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

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

**I. TERM:**

The effective date of the agreement is July 1, 2017 and terminates June 30, 2018 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated at the rate of \$70 per hour plus travel expenses calculated at hourly rate.
- Total payment(s) to Consultant, under this contract shall not exceed \$10,500.

**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 provide support services and mentoring to the District Speech/Language Pathologist.

**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:

\_\_\_\_\_  
Judy McPhail, Consultant

\_\_\_\_\_  
Dr. Brian Walker, Superintendent  
South Monterey County Joint Union High School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**SUBJECT:** Approval for Contract with King City Union School District for the 2017-2018 school year

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**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: This is a contract for services with King City Union School District for the 2017-2018 school year for Occupational Therapy services. They will be providing Occupational Therapy services 4 hours weekly.

Recommendation:

It is recommended that the Board of Education approve Contract with King City Union School District for the 2017-2018 school year.


Fiscal Impact:

Not to exceed \$14,400

Submitted By:

  
\_\_\_\_\_  
Carla Morris  
Special Education Manager

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent



SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

AND

KING CITY UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR SERVICES 2017/2018 FISCAL YEAR

This Agreement is between South Monterey County Joint Union High School District ("SMCJUHS") and King City Union District ("KCUSD"), beginning July 1, 2016 and ending June 30, 2017, for Occupational Services.

WHEREAS; the SMCJUHS has a need for Occupational Services.

WHEREAS; it is the desire of the Governing Board of the District to contract with King City Union School District to provide these specialized services to the District;

NOW THEREFORE; the parties agree as follows:

1. TERM AND TERMINATION:

A The Term of this Agreement shall be for the period commencing on the August 1, 2017 and ending on the 30<sup>th</sup> day of June, 2018 ("Term"). All Services shall be performed by the Occupational Therapist provided by KCUSD in a manner consistent with the orderly progress and sequence of the work leading to satisfactory completion.

B Time is of the essence with respect to all provisions of this Agreement.

C This Agreement shall terminate on the last day as written in this section item A. except:

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

2. SCOPE OF WORK: KCUSD shall provide the following services, but are not limited to these services (the "Services") to SMCJUHS:

- a. Direct therapy
- b. Consultation
- c. Testing
- d. Attendance at IEP meetings
- e. Reports

3. PAYMENT FOR SERVICES: KCUSD agrees to undertake the work defined in "Scope of Services" for an hourly amount of \$90.00, not to exceed \$14,400. KCUSD will invoice SMCJUHS for services.

4. DAYS OF SERVICES The annual contracted hours are 4 hours per week for 40 weeks 36 weeks are during the 2017/18 Board Approved Student Calendar and 4 weeks are during Extended School Year.

5. DISTRICT DESIGNEE: The Occupational Therapist shall coordinate its provision of the Services

with Carla Morris, Manager of Special Education (the "SMCJUHS Designee"). All Services shall be subject to the approval of the SMCJUHS Designee.

6. EXPENSES KCUSD agrees and understands that some travel may be required, to District school sites and/or to other locations. These travel expenses will be reimbursed at the current IRS Standard Mileage Rate. KCUSD shall not invoice the SMCJUHS for travel time from home to a SMCJUHS location. KCUSD shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the SMCJUHS Designee.

7. TERM OF PERFORMANCE All services required of the KCUSD will be completed on or before the specified end of the term.

8. ASSIGNMENT KCUSD shall not assign this Agreement or any interests therein without the prior written approval of the SMCJUHS. Any such attempt to assign or sublet this Agreement without SMCJUHS approval shall be invalid.

9. CONFIDENTIALITY: KCUSD and its representatives shall maintain the confidentiality of all information received while providing the Services. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. QUALITY OF SERVICES. KCUSD's Occupational Therapist shall provide all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. KCUSD's represents and warrants that the Occupational Therapist provided has sufficient skill, training and experience to perform the Services.

11. AUTHORITY: In accordance with California Education Code Section 176 04, this Agreement is not valid or an enforceable obligation against the SMCJUHS until approved or ratified by motion of the Governing Board duly passed and adopted.

12. LICENSES, CERTIFICATIONS , REPRESENTATIONS and WARRANTIES: KCUSD makes the following certifications, representations and warranties for the benefit of the SMCJUHS and KCUSD acknowledges and agrees that the SMCJUHS, in deciding to engage KCUSD pursuant to this Agreement is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of KCUSD engagement hereunder:

A KCUSD's Occupational Therapist is qualified in all respects to provide to SMCJUHS all of the services contemplated by this Agreement and, to the extent required by any applicable laws, KCUSD's Occupational Therapist has all such licenses and for governmental approvals as would be required to carry out and perform for the benefit of the SMCJUHS, such services as are called for hereunder.

B KCUSD's Occupational Therapist, in providing the Services and in otherwise carrying out its obligations to SMCJUHS under this Agreement, shall, at all times, comply with all applicable federal, state and local laws, rules regulations, ordinances and standards, as well as the standards and requirements imposed upon the SMCJUHS by federal and/or state agencies providing funding to the SMCJUSDH.

13. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

14. NOTICES All notices, claims, correspondence, reports, and/or statements authorized or required by the Agreement shall be addressed as follows: -78-

SMCJUHS: South Monterey County Joint  
Union High School District  
800 Broadway  
King City, CA 93930

KCUSD: King City Union School  
District  
104 Vanderhurst  
King City, CA 93930

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by the Agreement addressed in any other fashion will not be acceptable, except invoices and other financial documents.

15. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

16. COMPLIANCE: KCUSD's Occupational Therapist shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and shall give all notices required by law. KCUSD shall be liable for all violations of such laws and regulations in connection with providing the Services. If the KCUSD Occupational Therapist performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, KCUSD shall be solely responsible for all costs arising there from. KCUSD shall defend, indemnify and hold SMCJUHS, its officials, directors, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

17. RECORDS: KCUSD Occupational Therapist shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. KCUSD Occupational Therapist shall allow a representative of SMCJUHS during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. KCUSD Occupational Therapist shall allow inspection of all work, data, documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

18. FINGERPRINTING: This Agreement is subject to the provisions of Education Code Section 45125.1. KCUSD Occupational Therapist is required to submit fingerprints to the Department of Justice where it may come into contact with students at any site. Failure to comply with this provision may result in termination of this Agreement.


19. NONDISCRIMINATION: It is the policy of SMCJUHS that in connection with all work performed under contracts, there be no discrimination against any prospective, active employee or contractor engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. KCUSD agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division I, Chapter I, Subchapter 4 of the California Code of Regulations.

20. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

21. AGREEMENT: Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

KING CITY UNION SCHOOL DISTRICT

By:  \_\_\_\_\_.

Rory Livingston, Superintendent

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_.

Dr. Brian Walker, Superintendent

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

**SUBJECT:** Approval of Agreement to Furnish Consultant Services with Lincoln Hatch

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

Mr. Hatch provides protection and upkeep and operation of the sound, audio-visual, and lighting equipment and its use for Performing Arts at Robert Stanton Theater.

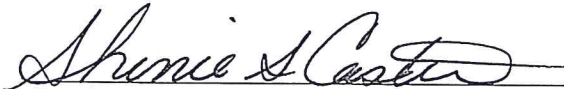
Recommendation:

It is recommended that the Board of Education approve the Agreement to Furnish Consultant Services with Lincoln Hatch.

Fiscal Impact:

\$3,500 General Fund Unrestricted.

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent

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

**AGREEMENT TO FURNISH CONSULTANT SERVICES**

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

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

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

**I. TERM:**

The effective date of the agreement is July 1, 2017 and it terminates June 30, 2018 unless sooner terminate as provided herein.

**II. PAYMENT LIMIT**

- Consultant shall be compensated at the annual rate of \$3,500.00.
- Payment shall be made upon presentation of invoice properly completed by Consultant.
- Total payment(s) to Consultant, under this contract shall not exceed \$3,500.00

**III. DISTRICT OBLIGATION:**

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

**IV. CONSULTANT'S OBLIGATION**

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

**V. CONSULTANT SERVICE DESCRIPTION**

In support of the goals of maintaining safe and secure facilities, improving the school climate, and improving community relations, the Consultant will provide direct support to the protection, upkeep and operation of the sound, audio-visual, and lighting equipment, and its use, owned by the Southern Monterey County Center for the Performing Arts at the Robert Stanton Theater (auditorium) located at King City High School. The Consultant, when providing support and technical services to an

organization that is using the Stanton Theater, may receive compensation from the organization for the services provided. Additional services will include auditorium management, presence at performance rehearsals and events, and working with Southern Monterey County Center for the Performing Arts in sponsoring up to two (2) workdays at the auditorium for minor repairs and maintenance-related tasks.

**VI. ASSIGNMENT**

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

**VII. TERMINATION OF AGREEMENT**

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

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

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

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

**IX. EXTENSION OF TERM**

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

**X. SIGNATURES**

These signatures attest the parties' agreement hereto:

\_\_\_\_\_  
CONSULTANT / TITLE

\_\_\_\_\_  
Superintendent  
South Monterey County Joint Union High School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**SUBJECT:** Approval of Proposal for Umstead Electric to Repair Electrical at KC Stadium      **MEETING:** August 23, 2017

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

There is no power to the announcer's booth at King City High School. This proposal is to restore and repair the problem.

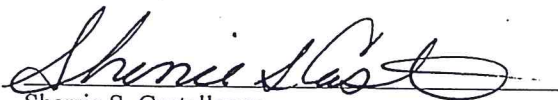
Recommendation:

It is recommended that the Board of Education approve the Proposal for Umstead Electric.

Fiscal Impact:

\$5,725 General Fund Unrestricted, Routine Restricted Maintenance

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent



COMMERCIAL \* INDUSTRIAL \* AGRICULTURAL \* RESIDENTIAL



325 AIRPORT RD.

KING CITY, CA 93930

info@umsteadelectric.com

Date: 8/1/2017

From: Ted Umstead

Project: KCHS Stadium

Address: 720 Broadway  
King City, CA 93930

Co: SoMoCo Schools

Attn: Sherrie

Fax:

Address: 800 Broadway  
King City, CA 93930

We are pleased to submit a proposal for the above mentioned project. All required labor, materials, tools equipment, insurance and supervision for the following work is included.

**PROPOSAL # UE-672**

Install new power to announcers booth.

180 ft. of trenching to install conduit. (40 ft. hand dig,  
15 ft. concrete remove and replace.)  
Pull in new circuit.

Material	\$	685.00
Labor	\$	4,560.00
Trencher	\$	480.00
<b>Project Total</b>	<b>\$</b>	<b>5,725.00</b>

Umstead Electric requires a signed proposal or letter of intent be submitted prior to scheduling project. This proposal is valid for 60 days.

Ted Umstead

CTU

Date.

8/1/2017

Accepted:

Date

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

**SUBJECT:** Approve the Agreement for Special Services with Atkinson, Andelson, Loya, Ruud, & Romo

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

The district is involved in a legal matter where a second opinion was desired. Atkinson, Andelson, Loya, Ruud & Romo, is highly qualified in the particular area of the legal matter.

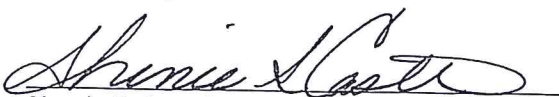
Recommendation:

It is recommended that the Board of Education approve the Agreement for Special Services for Atkinson, Andelson, Loya, Ruud & Romo for 2017/18.

Fiscal Impact:

Estimated \$2,000. General Fund Unrestricted

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent

## AGREEMENT FOR SPECIAL SERVICES

### I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of August, 2017, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District."

### II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

### III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing August 1, 2017, through July 31, 2018. For the period August 1, 2017, through July 31, 2018, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$260.00
Partners/Senior Counsel	\$250.00
Senior Associates	\$250.00
Associates	\$240.00
Electronic Technology Litigation Specialist	\$220.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$160.00
Paralegals/Legal Assistants	\$155.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw,

photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law

Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

#### **IV. SPECIALIZED LEGAL SERVICES**

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

**V. RELATED POST-INVESTIGATION SERVICES**

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

**VI. CONSENT TO JOINT REPRESENTATION**

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

**VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS**

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

**VIII. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

**IX. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

**X. DURATION**

This Agreement shall be effective August 1, 2017, through July 31, 2018, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XI. EXECUTION DATE

This Agreement is entered into this 1st day of August, 2017.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
KAREN E. GILYARD

“District”

SOUTH MONTEREY COUNTY JOINT UNION HIGH  
SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
DR. BRIAN WALKER, Superintendent



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

**SUBJECT:** Approval of Memorandum of Understanding  
Between Monterey County Health Department, Behavioral Health  
and the Monterey County Special Education Local Plan Area  
(SELPA)

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**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
- \_\_\_\_\_ 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 passage of AB114, school districts are now required to provide mental health services directly to their students with disabilities. The SELPA contracts with Monterey County Health Department, Behavioral Health on behalf of member districts to provide these services.

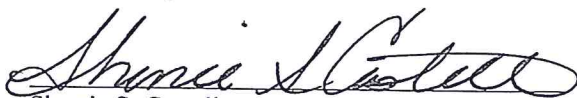
Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding Between Monterey County Health Department, Behavioral Health and the Monterey County SELPA to provide mental health services to the member districts of the SELPA.

Fiscal Impact:

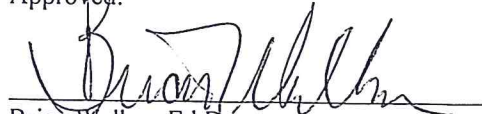
None. Funded by Mental Health Services Funds distributed directly to the SELPA

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MONTEREY COUNTY HEALTH DEPARTMENT,  
BEHAVIORAL HEALTH BUREAU AND THE MONTEREY COUNTY  
SPECIAL EDUCATION LOCAL PLAN AREA  
FOR MENTAL HEALTH SERVICES**

This Memorandum of Understanding is made and entered into between the Monterey County Special Education Local Plan Area (hereinafter SELPA), on behalf of its member Local Education Agencies (LEAs), and the Monterey County Health Department, Behavioral Health Bureau (hereinafter MCBH). SELPA, on behalf of its member LEAs, and MCBH collectively may be referred to as "the Parties."

WHEREAS, on October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for educationally-related mental health services mandated by AB 3632, and stated in doing so that "[t]his mandate is suspended;"

WHEREAS, AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities with LEAs;

WHEREAS, SELPA is authorized to obligate its member LEAs to the terms of this Memorandum of Understanding;

WHEREAS, SELPA acknowledges that the LEAs are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services, Home Alternative to Residential Treatment services and residential placements (hereinafter Mental Health Services), pursuant to student's Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law;

WHEREAS, MCBH offers outpatient mental health services by qualified professionals;

WHEREAS, SELPA requests that MCBH facilitate the provision of Mental Health Services to students of the LEAs within SELPA who are eligible and where such services provided by MCBH are deemed necessary in the IEP;

NOW, THEREFORE, it is agreed as follows:

1. MCBH agrees to provide Mental Health Services from July 1, 2017 through and including June 30, 2018 to students of the LEAs within SELPA pursuant to the guidelines set forth in the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, 2017-2018 (Exhibit A: Interagency Agreement). For the purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree that "Mental Health Services" may include the following services provided pursuant to an IEP: individual and group counseling provided to a student; individual or group counseling provided to parents of special education students; consultation services provided to parents, students, teachers and other school personnel; planning and implementing a program of psychological

counseling for special education students and parents; as well as all services described in Exhibit B. MCBH agrees to provide only those Mental Health Services identified in a student's IEP at the frequency, location, and duration identified in the IEP. Moreover, as requested by the LEA, MCBH agrees to attend and participate in IEP team meetings.

2. MCBH agrees to provide Full Time Equivalent (FTE) Psychiatric Social Workers (PSW) per School District listed in Exhibit B to provide psychological services to students in LEA Therapeutic Intervention Program (TIP) classes. The PSW shall comply with all County and State certification and licensing requirements and shall deliver services within their scope of licensure and practice. An increase to the total number of FTE's will require an Amendment to this Memorandum of Understanding.
3. SELPA on behalf of the LEAs identified in this MOU, agrees to pay up to one hundred sixty-three thousand six hundred sixty-eight dollars (\$163,668) per PSW FTE for a total maximum amount not to exceed **\$2,808,658.27** for Mental Health Services provided by MCBH in accordance with Exhibit B. To offset the total cost to SELPA, MCBH shall seek Medi-Cal reimbursement for Mental Health Services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.
4. Funds provided to MCBH through SELPA, including federal IDEA and state allocations, shall only be used for Mental Health Services provided pursuant to this Memorandum of Understanding for eligible students, including payment for residential placement as identified in Exhibit B.
5. In the event that the total cost of Mental Health Services provided through this Memorandum of Understanding exceeds funding received by MCBH and SELPA to cover such Mental Health Services costs, SELPA will reimburse MCBH the amount due and will seek reimbursement from the student's LEA of residence.
6. MCBH shall not be responsible for any costs related to transportation and travel of the student and the student's parents to and from any and all Mental Health Services, including residential placement, as specified in the IEP.

7. Invoicing:

A. Mental Health Services:

MCBH shall submit to SELPA a quarterly invoice for the provision of Mental Health Services rendered from July 1, 2017 to June 30, 2018 in accordance with the billing structure identified in Exhibit B. This amount shall be referred to as the "Costs." MCBH shall invoice SELPA only for the non-Federal Financial Participation (FFP) portion of the costs, since MCBH is reimbursed FFP directly by Department of Health Care Services. Each quarterly invoice will be based on actual costs and estimated revenues and will be submitted within thirty (30) days after the end of each quarter. The total annual amount shall not exceed the total maximum amount as identified in Exhibit B.

**B. HART and Residential Treatment services:**

MCBH shall submit to SELPA a quarterly invoice for the total cost of Home Alternative Residential Treatment (HART) and Residential Treatment services rendered from July 1, 2017 to June 30, 2018 in accordance with the billing structure identified in Exhibit B. This amount shall be referred to as the "Costs." The service rates shall not exceed those identified in Exhibit B. Each quarterly invoice will be based on actual costs and estimated revenues and will be submitted within thirty (30) days after the end of each quarter.

8. **Records:** MCBH will provide SELPA and LEAs a quarterly report of the Mental Health Services provided by MCBH staff pursuant to this Memorandum of Understanding. The schedule for these reports is as follows:

Report #	Reporting Period	Due to MCOE
1	July 1, 2017 – September 30, 2017	October 31, 2017
2	October 1, 2017 – December 31, 2017	January 31, 2018
3	January 1, 2018 – March 31, 2018	April 30, 2018
4	April 1, 2018 – June 30, 2018	July 31, 2018

The records will include the following data for each student: the school district of residence, and the Service Function Codes (SFC) of the services provided as described in the student's IEP. Exhibit B identifies the CASEMIS code that aligns with the SFC. The report will also include the units of service, the student's name, date of birth, provider name, date(s) of service, unit/minutes/mode, and SFC in sufficient detail to enable SELPA to establish a link between the services provided and the individual student's IEP. MCBH is responsible for maintaining all required documentation in accordance with current practice for audit purposes.

9. **Final Accounting:** A statement of actual costs, inclusive of supporting accounting documentation, will be submitted within ninety (90) days of the expiration of this Memorandum of Understanding. The statement will reflect actual costs incurred for the entire fiscal year.
10. **Condition Precedent:** This Memorandum of Understanding shall not be effective unless and until each of the Parties execute this Memorandum of Understanding through their respective agency procedures.
11. **Audit:** SELPA auditors will have access to MCBH records supportive of claims filed related to Mental Health Services provided by MCBH pursuant to this Memorandum of Understanding if required for audit purposes as allowed by state and federal law. MCBH will be responsible for the costs resulting from any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year 2017-2018 regarding services provided by MCBH that are not Mental Health Services or services provided by MCBH that are not described in a student's IEP. SELPA will be responsible for the costs of any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year 2017-2018 which are the responsibility of SELPA. In the event of the need for an audit appeal, MCBH and SELPA will mutually agree upon the most expedient process for resolution. This audit provision shall survive the term of this Memorandum of Understanding.

12. Referrals and Assessment Reports: MCBH and SELPA agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as provided in the attached Interagency Agreement (Exhibit A).
13. Supervision of Clinical Staff: MCBH shall designate a Supervisor to provide ongoing clinical supervision for MCBH Psychiatric Social Workers and MCBH Staff providing Mental Health Services to ensure that support, guidance and consultation is available as needed. Responsibility for the conduct of MCBH Psychiatric Social Workers shall remain solely with the County of Monterey. In addition to office-based supervision, MCBH agrees to provide onsite clinical supervision on a bi-monthly basis at each school where services are provided to ensure appropriate administrative and clinical oversight.

The PSW's direct supervisor shall be a MCBH Unit Supervisor who reports directly to the MCBH Services Manager. The MCBH Unit Supervisor's duties include, but are not limited to:

- Clinical supervision and completion of performance evaluations of County Therapists;
  - Coordinate and assign referrals, and oversee scheduled work hours;
  - Ensure coverage of services in the event of the unplanned absence;
  - Work with the District to make any needed adjustments to the scheduling of work hours due to the District's school calendar year; and
  - Complete PSW performance evaluations.
14. MCBH and each District Special Education Director or designee agree to meet on a bi-monthly basis beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by MCBH.
  15. The District will assign a District Special Education Director or designee to serve as a point of contact for the County for any and all issues or concerns that arise regarding delivery of services by the County associated with this MOU.
  16. Interagency Agreement (Exhibit A): SELPA and MCBH agree that the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, 2017-2018 is an integral part of this Memorandum of Understanding and further agree that in the event of a conflict between the Memorandum of Understanding and the Interagency Agreement, the Interagency Agreement shall prevail.
  17. Privacy: MCBH and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109; student records under the Family Educational Rights and Privacy Act (FERPA); Section 1232g of Title 20 of the United States Code; and under provisions of California law relating to privacy. MCBH and SELPA shall ensure that all activities undertaken under this Memorandum of Understanding will conform to the requirements of these laws to the extent they are applicable.

18. Indemnification:

A. **General:** Except as expressly provided below in subparagraph B, SELPA shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by SELPA and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for the County. SELPA shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any litigation in which SELPA is obligated to indemnify, defend, and hold harmless the County under this Memorandum of Understanding.

Except as expressly provided below in subparagraph B, County shall indemnify, defend, and hold harmless the SELPA and member Local Educational Agencies (LEAs), officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by County and/or its agents, members, employees, or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the SELPA and member LEAs. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for the SELPA. County shall reimburse SELPA for all costs, attorneys' fees, expenses, and liabilities incurred by SELPA with respect to any litigation in which County is obligated to indemnify, defend, and hold harmless SELPA under this Memorandum of Understanding.

B. **Due Process Claims:** LEAs shall defend, indemnify and hold harmless the County from all due process claims filed by parents on behalf of their children with respect to any and all claims arising out of this MOU and/or the assessment and determination of whether or not to provide treatment or Mental Health Services as described in this MOU. Under no circumstances shall the County be a liable party to administrative or judicial litigation involving Mental Health Services. In the event, however, that an LEA becomes party to administrative or judicial litigation involving Mental Health Services subject to this Agreement, the County agrees that it will use reasonable efforts to cooperate in preparation of such cases for resolution sessions, mediation, due process hearing, trial or other such proceedings. Such cooperation may include attendance and/or participation and such proceedings, meeting with LEA staff, counsel, and other advisors, or other assistance as deemed appropriate by the LEA and County. The parties shall confer in good faith regarding appropriate reimbursement for County staff time needed for such cooperation.

C. **Insurance Coverage:** **MCBH shall at its sole cost and expense, purchase and maintain during the entirety of this Agreement, insurance and indemnity protection for occurrence-based liability indemnity protection, having a combined limit of liability of no less than ten million dollars (\$10,000,000) per claim and in the aggregate, with such coverage extended to the MBCH, its officers, agents, and employees. MBCH shall provide liability insurance coverage, which includes coverage against allegations of sexual molestation or sexual abuse to cover all**

**incidents which may occur during the term of this agreement regardless of when a claim is made at \$1,000,000 coverage and \$2,000,000 aggregate.**

19. Laws and Venue: This Memorandum of Understanding shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Memorandum of Understanding, the action shall be brought in a state court situated in the County of Monterey, State of California, unless otherwise specifically provided for under California law.
19. Third Party Rights: Nothing in this Memorandum of Understanding shall be construed to give any rights, benefits, or obligations to anyone other than SELPA, MCBH, and LEAs.
20. Severability: The unenforceability, invalidity, or illegality of any provision(s) of this Memorandum of Understanding shall not render the other provisions unenforceable, invalid, or illegal.
21. Term: This Memorandum of Understanding shall cover the period of July 1, 2017 through and including June 30, 2018. This Memorandum of Understanding shall terminate as of the close of business on June 30, 2018. However, prior to May 1, 2018, this Memorandum of Understanding may be extended by the parties' mutual written consent for any reason.
22. Dispute Resolution: MCBH and SELPA agree that the Interagency Agreement Dispute Resolution described in Exhibit A to this Memorandum of Understanding shall be used to address disputes on the implementation of the Memorandum of Understanding, as well as disputes arising under the Interagency Agreement.
23. Integration: This Memorandum of Understanding, including Exhibits A and B, represents the entire understanding of SELPA and MCBH as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered herein. This Memorandum of Understanding may not be modified or altered except in writing signed by both parties hereto. This is an integrated Memorandum of Understanding.
24. Signatories: The signatories of this Memorandum of Understanding or their designee shall be responsible for assuring the Memorandum of Understanding is implemented. Neither party shall be deemed to be in default of the terms of this Memorandum of Understanding if either party is prevented from performing the terms of this Memorandum of Understanding by causes beyond its control, including, but not limited to, acts of God; changes in any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Memorandum of Understanding. Neither party shall be liable for any excess costs if the failure to perform this Memorandum of Understanding arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officers in the County of Monterey, State of California. This Memorandum of Understanding is effective July 1, 2017 by and between the undersigned parties.

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_

Elsa Jimenez  
Director of Health

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

**MONTEREY COUNTY SPECIAL  
EDUCATION LOCAL PLAN AREA:**

By: \_\_\_\_\_

*Kenyon Hopkins*  
Kenyon Hopkins  
Executive Director

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

*August 3, 2017*

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_

Deputy County Counsel

By: \_\_\_\_\_

*Shelly D.*  
Executive Committee Chair

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

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

*8-3-17*

**APPROVED AS TO FISCAL PROVISIONS:**

By: \_\_\_\_\_

Auditor/Controller's Office

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

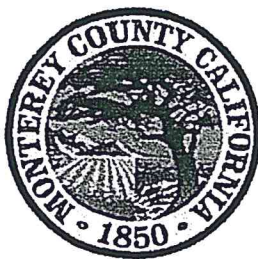
**APPROVED AS TO LIABILITY PROVISIONS:**

By: \_\_\_\_\_

Risk Manager

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





# COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration  
Behavioral Health

Clinic Services  
Emergency Medical Services  
Environmental Health/Animal Services

Public Health  
Public Administrator/Public Guardian

*Recipient of The California Endowment's 2017 Arnold X. Perkins Award for Outstanding Health Equity Practice*

Date: July 31, 2017

Re: Memorandum of Understanding with SELPA for the Provision of Behavioral Health Services to Students by Monterey County Health Department, Behavioral Health Bureau.

Dear SELPA Administrator:

On behalf of the Monterey County Health Department, Behavioral Health Bureau ("BHB"), we are writing to confirm the request of Special Education Local Plan Area (SELPA) to have BHB staff provide behavioral health services to the students of SELPA Local Education Agency members, for Fiscal Year 2017-2018, pending finalization and execution of a Memorandum of Understanding ("MOU") between the parties, at the following school districts:

Salinas Union High School District  
Monterey Peninsula Unified School District  
MCOE Millennium  
South Monterey County Joint Union High School District  
Carmel Unified School District  
North Monterey County Unified School District  
Pacific Grove Unified School District  
San Ardo Union Elementary School District  
Santa Rita Union Elementary School District  
Gonzales Unified School District  
Salinas City Elementary School District

If SELPA wishes to have BHB provide the services described above prior to execution of a final MOU, please also confirm SELPA's understanding that it shall be billed for these services pursuant to the terms, and upon execution of, the final MOU. Without written confirmation from SELPA as outlined above, BHB will not be able to provide services until after execution of the final MOU.

To confirm the SELPA's request and understanding to be billed upon execution for the services according to the MOU, we request that SELPA's administrator with authorization sign below and return to Charise Walters, Management Analyst II via one of the options listed below:

Fax: (831) 796-8504

Email: [walterscr@co.monterey.ca.us](mailto:walterscr@co.monterey.ca.us)

We look forward to a successful conclusion of our negotiations of an MOU and the provision of services to your students. If you have any questions or would like to discuss this letter, please contact Charise Walters at (831) 755-4703, or for Program or Services questions please contact: Kacey M. Rodenbush (831) 647-7651 or fax: (831) 647-7908; [rodenbushkm@co.monterey.ca.us](mailto:rodenbushkm@co.monterey.ca.us)

Regards,



Ezequiel Vega, MBA, CGFM  
Assistant Director of Health

CONFIRMATION AND UNDERSTANDING

SELPA Administration hereby confirms its request for the provision of behavioral health services by Monterey County Health Department, Behavioral Health Bureau to the District's students pending finalization and execution of a Memorandum of Understanding ("MOU") between the County of Monterey and SELPA, and, further, its understanding that it shall be billed for these services pursuant to the terms, and upon execution of, the final MOU.

NAME: SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)
NAME OF SCHOOL: On behalf of its member Local Education Agencies (LEA)
AUTHORIZED SIGNATURE: <i>Kenyon Hopkins</i>
PRINT NAME OF SIGNER: KENYON HOPKINS
DATE August 3, 2017

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

**SUBJECT:** Approval of Licensing Agreement with Document Tracking Services

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**GOVERNING BOARD**

Board Goals:

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

Summary:

Document Tracking Services provides a one-stop shop for district-required plans. These plans include Local Control Accountability Plan, School Site Plan and the School Accountability Report Card. Their software makes the input and upkeep simpler, and it is easy for staff to access. We will also be able to upload prior documents into their software eliminating duplicate work.

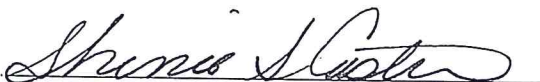
Recommendation:

It is recommended that the Board of Education approve the License Agreement with Document Tracking Service for 2017/18/

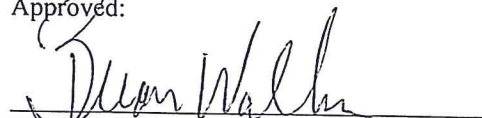
Fiscal Impact:

\$1,245 General Fund Unrestricted

Submitted By:

  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
Brian Walker, Ed.D.  
Superintendent



## LICENSING AGREEMENT

This Agreement effective **August 1, 2017**, is made and entered into by **South Monterey County Joint Union High School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$795**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
  - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
    - \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2017 School Accountability Report Card, English (Custom Template)
2. 2017 Single Plan for Student Achievement (CDE Template)
3. 2017 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Date: July 28, 2017

Licensee

By: \_\_\_\_\_

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

South Monterey County Joint Union High School District



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

**SUBJECT:** Approval of Agreement for Legal Service with Fagen Friedman & Fulfrost      **MEETING:** August 23, 2017

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

Fagen Friedman & Fulfrost provides legal services and training for the Governing Board.

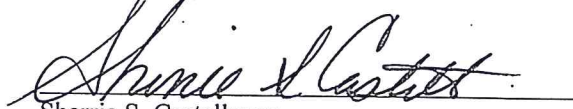
Recommendation:

It is recommended that the Board of Education approve the Agreement for Legal Service with Fagen Friedman & Fulfrost for 2017/18.

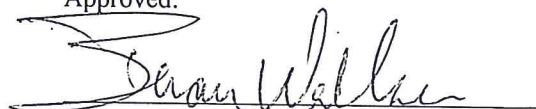
Fiscal Impact:

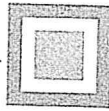
\$6,500 General Fund Unrestricted

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between South Monterey County Joint Union High School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2017 through June 30, 2018:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.
3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.
5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.
6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**7. COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

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

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

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

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

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

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

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

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

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

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

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

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

South Monterey County Joint Union High  
School District

Fagen Friedman & Fulfrost LLP

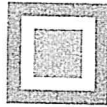


\_\_\_\_\_  
Brian Walker, Ed.D., Superintendent

Chris Keeler, Managing Partner

DATE: \_\_\_\_\_

DATE: August 17, 2017



PROFESSIONAL RATE SCHEDULE

South Monterey County Joint Union High School District  
July 1, 2017 through June 30, 2018

**1. HOURLY PROFESSIONAL RATES**

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

Associate	\$215 - \$245 per hour
Partner	\$275 - \$310 per hour
Of-Counsel	\$310 per hour
Paralegal/Law Clerk	\$135 - \$165 per hour
Paralegal/Law Clerk ( <i>Bar Admitted Outside CA</i> )	\$205 per hour
Education Consultant	\$185 per hour
Communication Services Consultant	\$245 per hour

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

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

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

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

**SUBJECT:** Public Hearing Balances in Excess of Minimum Reserve Requirement

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

- \_\_\_\_\_ Improve, Monitor and Sustain Student Achievement
- \_\_\_\_\_ Improve School Climate in Support of Teaching, Learning and Student Safety
- 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:

Attached is the Statement of Reason for Balances in Excess of the Minimum Reserve. Pursuant Education Code Section 42127(a)(2)(B):

*Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:*

- (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).*

Recommendation:

It is recommended that the Board of Education conduct the public hearing for the Excess of Minimum Reserve Requirement for Fiscal Year 2017/18 Budget.

Fiscal Impact:


Included in 2017/18 Budget

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent

District: South Monterey County Joint Union School District  
 CDS #: 27-66068

Adopted Budget  
 2017-18 Budget Attachment  
 Balances in Excess of Minimum Reserve Requirements

**Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves**

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances		2017-18 Budget	Objects 9780/9789/9790
Form	Fund		
01	General Fund/County School Service Fund	\$7,475,047.55	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$569,370.60	Form 17
Total Assigned and Unassigned Ending Fund Balances		\$8,044,418.15	
District Standard Reserve Level		3%	Form 01CS Line 10B-4
Less District Minimum Reserve for Economic Uncertainties		\$845,418.06	Form 01CS Line 10B-7
Remaining Balance to Substantiate Need		\$7,199,000.09	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
Form	Fund	2017-18 Budget	Description of Need
01	General Fund/County School Service Fund	\$3,945,284.28	Balance of 17% Board Directed Reserve Revolving Account Lottery One Year Carryover Held for Reserve Board Directives
01	General Fund/County School Service Fund	\$6,000.00	
01	General Fund/County School Service Fund	\$334,702.52	
01	General Fund/County School Service Fund	\$2,343,642.69	
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$569,370.60	Special Reserve for Debt
Insert Lines above as needed			
Total of Substantiated Needs		\$7,199,000.09	

Remaining Unsubstantiated Balance                      \$0.00                      Balance should be Zero

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

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

**SUBJECT:** Revenue and Expenditures for 2016/17  
Through June 30, 2017

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

Attached is the Revenues and Expenditures Report for each Fund through June 30, 2017.


Recommendation:

This is information only.

Fiscal Impact:


Per the Board approved budget.

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent



Fund 01 - General Fund		Fiscal Year 2017 through 06/30/2017				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
LCFF Revenue Sources	(8010-8099)	23,318,918.36	23,884,839.02		(565,920.66)	(2)%
Federal Revenue	(8100-8299)	1,409,307.09	1,093,069.32		316,237.77	22%
Other State Revenue	(8300-8599)	4,025,665.89	3,807,500.49		218,165.40	5%
Other Local Revenue	(8600-8799)	2,116,717.27	1,609,905.17		506,812.10	24%
<b>Total Revenues</b>		<b>30,870,608.61</b>	<b>30,395,314.00</b>		<b>475,294.61</b>	<b>2%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	10,670,437.89	10,442,719.94	.00	227,717.95	2%
Classified Salaries	(2000-2999)	3,042,636.89	3,013,609.15	.00	29,027.74	1%
Employee Benefits	(3000-3999)	5,053,515.01	4,390,556.14	.00	662,958.87	13%
Books and Supplies	(4000-4999)	2,227,188.80	1,723,910.40	.00	503,278.40	23%
Services & Operating Expenses	(5000-5999)	6,253,432.55	4,146,595.45	20,998.00	2,085,839.10	33%
Capital Outlay	(6000-6999)	1,510,111.24	555,683.77	.00	954,427.47	63%
Other Outgo	(7100-7299, 7400-7499)	1,967,149.98	643,990.47	.00	1,323,159.51	67%
Transfer of Indirect Costs	(7300-7399)	(4,775.94)	.00	.00	(4,775.94)	100%
<b>Total Expenditures</b>		<b>30,719,696.42</b>	<b>24,917,065.32</b>	<b>20,998.00</b>	<b>5,781,633.10</b>	<b>19%</b>
<b>Operating Surplus/(Deficit)</b>		<b>150,912.19</b>	<b>5,478,248.68</b>	<b>5,457,250.68</b>		
<b>Beginning Fund Balance</b>		<b>8,157,353.48</b>	<b>8,157,353.18</b>	<b>8,157,353.18</b>		
<b>Net Ending Fund Balance</b>		<b>8,308,265.67</b>	<b>13,635,601.86</b>	<b>13,614,603.86</b>		
	<i>*** calculated ***</i>					
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		8,308,265.67	.00			
<b>Ending Fund Balance</b>		<b>8,308,265.67</b>	<b>.00</b>			

Fund 09 - Charter Schools Fund		Fiscal Year 2017 through 06/30/2017				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
LCFF Revenue Sources	(8010-8099)	108,912.00	140,225.00		(31,313.00)	(29)%
Other State Revenue	(8300-8599)	2,248.00	.00		2,248.00	100%
Other Local Revenue	(8600-8799)	.00	(6.91)		6.91	0%
<b>Total Revenues</b>		<b>111,160.00</b>	<b>140,218.09</b>		<b>(29,058.09)</b>	<b>(26)%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	42,206.00	58,837.48	.00	(16,631.48)	(39)%
Classified Salaries	(2000-2999)	3,076.00	3,075.04	.00	0.96	0%
Employee Benefits	(3000-3999)	16,908.00	19,589.61	.00	(2,681.61)	(16)%
Books and Supplies	(4000-4999)	7,526.00	3,986.63	.00	3,539.37	47%
Services & Operating Expenses	(5000-5999)	32.00	418.69	.00	(386.69)	(1208)%
<b>Total Expenditures</b>		<b>69,748.00</b>	<b>85,907.45</b>	<b>.00</b>	<b>(16,159.45)</b>	<b>(23)%</b>
<b>Operating Surplus/(Deficit)</b>		<b>41,412.00</b>	<b>54,310.64</b>	<b>54,310.64</b>		
<b>Net Ending Fund Balance</b>		<b>41,412.00</b>	<b>54,310.64</b>	<b>54,310.64</b>		
	<i>*** calculated ***</i>					
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		41,412.00	.00			
<b>Ending Fund Balance</b>		<b>41,412.00</b>	<b>.00</b>			

Fund 11 - Adult Education Fund		Fiscal Year 2017 through 06/30/2017				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other State Revenue	(8300-8599)	83,261.63	30,457.62		52,804.01	63%
<b>Total Revenues</b>		<b>83,261.63</b>	<b>30,457.62</b>		<b>52,804.01</b>	<b>63%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	55,347.05	55,347.05	.00	0.00	0%
Classified Salaries	(2000-2999)	11,780.10	11,780.10	.00	0.00	0%
Employee Benefits	(3000-3999)	8,880.43	8,880.43	.00	0.00	0%
Books and Supplies	(4000-4999)	19,612.45	19,412.45	.00	200.00	1%
Services & Operating Expenses	(5000-5999)	6,041.60	6,041.60	.00	0.00	0%
<b>Total Expenditures</b>		<b>101,661.63</b>	<b>101,461.63</b>	<b>.00</b>	<b>200.00</b>	<b>0%</b>
Operating Surplus/(Deficit)		(18,400.00)	(71,004.01)	(71,004.01)		
Beginning Fund Balance		24,639.20	24,639.20	24,639.20		
Net Ending Fund Balance		6,239.20	(46,364.81)	(46,364.81)		
<i>*** calculated ***</i>						
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		6,239.20	.00			
Ending Fund Balance		6,239.20	.00			

Fund 13 - Cafeteria Fund		Fiscal Year 2017 through 06/30/2017				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Federal Revenue	(8100-8299)	455,000.00	434,759.45		20,240.55	4%
Other State Revenue	(8300-8599)	36,500.00	32,756.37		3,743.63	10%
Other Local Revenue	(8600-8799)	185,243.84	205,685.75		(20,441.91)	(11)%
<b>Total Revenues</b>		<b>676,743.84</b>	<b>673,201.57</b>		<b>3,542.27</b>	<b>1%</b>
<b>EXPENDITURES</b>						
Classified Salaries	(2000-2999)	158,327.30	157,714.58	.00	612.72	0%
Employee Benefits	(3000-3999)	79,491.78	77,285.26	.00	2,206.52	3%
Books and Supplies	(4000-4999)	421,510.08	410,978.90	.00	10,531.18	2%
Services & Operating Expenses	(5000-5999)	16,414.68	14,013.56	.00	2,401.12	15%
<b>Total Expenditures</b>		<b>675,743.84</b>	<b>659,992.30</b>	<b>.00</b>	<b>15,751.54</b>	<b>2%</b>
Operating Surplus/(Deficit)		1,000.00	13,209.27	13,209.27		
Beginning Fund Balance		227,326.37	227,326.37	227,326.37		
Net Ending Fund Balance		228,326.37	240,535.64	240,535.64		
	*** calculated ***					
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		228,326.37	.00			
Ending Fund Balance		228,326.37	.00			

Fund 17 - Special Reserve Fund for Other		Fiscal Year 2017 through 06/30/2017				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	16,266.00	37,621.69		(21,355.69)	(131)%
<b>Total Revenues</b>		<b>16,266.00</b>	<b>37,621.69</b>		<b>(21,355.69)</b>	<b>(131)%</b>
Operating Surplus/(Deficit)		16,266.00	37,621.69	37,621.69		
<b>OTHER FINANCING SOURCES/USES</b>						
Interfund Transfers Out	(7600-7629)	2,500,000.00	.00	.00	2,500,000.00	100%
<b>Total Other Financing Sources/Uses</b>		<b>(2,500,000.00)</b>	<b>.00</b>	<b>.00</b>	<b>(2,500,000.00)</b>	<b>100%</b>
Net Surplus/(Deficit)		(2,483,734.00)	37,621.69	37,621.69		
Beginning Fund Balance		3,021,838.60	3,021,838.60	3,021,838.60		
Net Ending Fund Balance		538,104.60	3,059,460.29	3,059,460.29		
*** calculated ***						
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		538,104.60	.00			
<b>Ending Fund Balance</b>		<b>538,104.60</b>	<b>.00</b>			

Fund 25 - Capital Facilities Fund		Fiscal Year 2017 through 06/30/2017				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	107,394.30	269,960.96			
Total Revenues		107,394.30	269,960.96		(162,566.66)	(151)%
<b>EXPENDITURES</b>						
Services & Operating Expenses	(5000-5999)	37,814.33	37,814.33	.00	0.00	0%
Capital Outlay	(6000-6999)	127,641.53	127,641.53	.00	0.00	0%
Other Outgo	(7100-7299, 7400-7499)	74,012.58	74,012.58	.00	0.00	0%
Total Expenditures		239,468.44	239,468.44	.00	.00	0%
Operating Surplus/(Deficit)		(132,074.14)	30,492.52	30,492.52		
Beginning Fund Balance		183,779.54	183,779.54	183,779.54		
Net Ending Fund Balance		51,705.40	214,272.06	214,272.06		
		*** calculated ***				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		51,705.40	.00			
Ending Fund Balance		51,705.40	.00			

Fund 56 - Debt Service Fund		Fiscal Year 2017 through 06/30/2017				
		Budget	Actual	Encumbrance	Balance	Avail
<b>OTHER FINANCING SOURCES/USES</b>						
Interfund Transfers In	(8900-8929)	2,500,000.00	.00		2,500,000.00	100%
<b>Total Other Financing Sources/Uses</b>		<b>2,500,000.00</b>	<b>.00</b>		<b>2,500,000.00</b>	<b>100%</b>
Net Surplus/(Deficit)		2,500,000.00	.00	.00		
Beginning Fund Balance		1,248,727.02	1,248,727.02	1,248,727.02		
Net Ending Fund Balance		3,748,727.02	1,248,727.02	1,248,727.02		
		<i>*** calculated ***</i>				
<b>Components of Ending Fund Balance</b>						
Undesignated/Unappropriated - 9790		3,748,727.02	.00			
Ending Fund Balance		3,748,727.02	.00			

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

**SUBJECT:** Cashflow Summary 2016/17  
Through June 30, 2017

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

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**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:

Cashflow Summary Report – Through June 30, 2017

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

Recommendation:

This is information only.

Fiscal Impact:

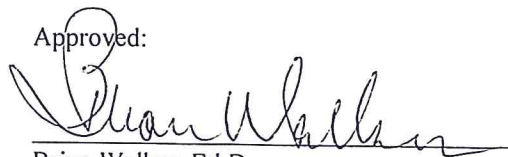
None

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent



Fund 01 - Actuals through June

Fiscal Year 2016/17

Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>	9110		10,390,803.30	10,294,433.20	9,543,059.20	10,148,898.14	10,252,620.73	8,549,164.01
<b>B. RECEIPTS</b>								
LCFF Revenue Sources								
Principal Apportionment	8010-8019		2,047,738.00	2,047,738.00	2,811,898.00	2,047,738.00		765,800.00
Property Taxes	8020-8079		2,186.59		5,844.68	164,787.06	30,359.70	2,655,621.13
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299				79,990.80			217,543.00
Other State Revenues	8300-8599		132,497.85		1,792,282.86	29,180.25	306,668.30	24,482.00
Other Local Revenues	8600-8799		350.00	76,476.00	65,991.19	139,847.78	192,933.82	80,188.02
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
<b>TOTAL RECEIPTS</b>		.00	2,182,072.44	2,124,214.00	4,756,007.53	2,381,553.09	529,961.82	3,743,634.15
<b>C. DISBURSEMENTS</b>								
Certificated Salaries	1000-1999		114,859.47	919,162.89	894,657.35	926,997.50	914,555.45	942,852.17
Classified Salaries	2000-2999		140,752.49	260,359.57	260,627.40	252,332.78	260,199.37	284,395.53
Employee Benefits	3000-3999		114,915.54	399,119.48	381,795.37	387,612.82	391,809.85	392,515.75
Books and Supplies	4000-4999		102,582.23	281,987.30	166,460.46	143,851.01	137,230.63	73,067.64
Services	5000-5999		372,263.43	546,413.82	481,820.30	391,214.55	378,862.83	331,717.11
Capital Outlay	6000-6599			119,955.98	17,035.00	13,252.38	50,934.84	60,470.23
Other Outgo	7000-7499		5,583.00	39,318.04	41,242.90	35,944.53	41,274.46	5,784.03
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
<b>TOTAL DISBURSEMENTS</b>		.00	850,956.16	2,566,317.08	2,243,638.78	2,151,205.57	2,174,867.43	2,090,802.46
<b>D. BALANCE SHEET ITEMS</b>								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	967,879.07	246,543.38	246,543.38	219,333.75	246,543.38		
Accounts Receivable	9200-9299	415,658.94	132,992.29		84,001.12	66,784.60	24,600.71	98,072.91
Due From Other Funds	9310	5,563.00						
Stores	9320							
Prepaid Expenditures	9330	42,483.94	42,483.94					
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
<b>SUBTOTAL ASSETS</b>		1,431,584.95	71,067.15	246,543.38	135,332.63	179,758.78	24,600.71	98,072.91
(continued)								

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

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	1,862,979.71	1,359,454.23-	62,727.54-	35,847.05	51,179.98	37,596.86-	140,692.15	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650	1,802,055.36			1,802,055.36-				
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		<b>3,665,035.07</b>	<b>1,356,419.23-</b>	<b>62,727.54-</b>	<b>1,771,197.18-</b>	<b>53,133.85</b>	<b>33,950.40-</b>	<b>140,692.15</b>	
<b>Nonoperating</b>									
Suspense Clearing	9910		3,035.00		4,988.87-	1,953.87	3,646.46		
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>2,233,450.12</b>	<b>1,427,486.38-</b>	<b>309,270.92-</b>	<b>1,906,529.81-</b>	<b>126,624.93-</b>	<b>58,551.11-</b>	<b>238,765.06</b>	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			96,370.10-	751,374.00-	605,838.94	103,722.59	1,703,456.72-	1,891,596.75	
<b>F. ENDING CASH (A + E)</b>			<b>10,294,433.20</b>	<b>9,543,059.20</b>	<b>10,148,898.14</b>	<b>10,252,620.73</b>	<b>8,549,164.01</b>	<b>10,440,760.76</b>	
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 01 - Actuals through June								Fiscal Year 2016/17	
	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	10,440,760.76	10,225,643.28	9,888,160.39	10,614,735.55	12,025,921.57	11,103,144.65		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019	819,095.00	1,045,902.00	2,040,776.00	1,499,908.00	1,045,902.00	1,924,811.00	18,097,306.00	18,151,703.00
Property Taxes	8020-8079	168,740.48	118,859.89	103,082.50	1,919,484.09	60,237.72	558,329.18	5,787,533.02	5,206,808.36
Miscellaneous Funds	8080-8099								39,593.00-
Federal Revenues	8100-8299		339.34	369,897.67	6,213.00	15,615.00	403,470.51	1,093,069.32	1,409,307.09
Other State Revenues	8300-8599	496,831.09	128,175.00	86,626.68	165,081.74	8,161.00	637,513.72	3,807,500.49	4,025,665.89
Other Local Revenues	8600-8799	194,891.58	102,215.11	38,581.60	150,744.44	128,525.81	439,079.26	1,609,124.61	2,116,717.27
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects		1,207.49	1,207.49-						
<b>TOTAL RECEIPTS</b>		1,680,765.64	1,394,283.85	2,638,964.45	3,741,431.27	1,258,441.53	3,963,203.67	30,394,533.44	30,870,608.61
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999	916,690.14	871,992.70	900,043.52	904,861.95	893,631.54	1,242,415.26	10,442,719.94	10,670,437.89
Classified Salaries	2000-2999	249,642.40	235,861.29	276,360.17	265,434.87	256,396.94	271,246.34	3,013,609.15	3,042,636.89
Employee Benefits	3000-3999	383,623.12	375,363.63	384,121.25	384,700.30	382,857.05	412,121.98	4,390,556.14	5,053,515.01
Books and Supplies	4000-4999	120,828.63	97,539.35	66,398.86	78,193.09	153,626.53	302,144.67	1,723,910.40	2,227,188.80
Services	5000-5999	136,374.24	227,344.30	237,551.88	229,124.48	386,104.44	427,804.07	4,146,595.45	6,253,432.55
Capital Outlay	6000-6599	178,149.77	9,154.96	13,382.19	37,112.36	96,036.64	39,800.58-	555,683.77	1,510,111.24
Other Outgo	7000-7499	43,143.15	104,609.88	65,326.60	27,573.23	26,609.13	207,581.52	643,990.47	1,962,374.04
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		2,028,451.45	1,921,866.11	1,943,184.47	1,927,000.28	2,195,262.27	2,823,513.26	24,917,065.32	30,719,696.42
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199						6,145.80-	965,109.69-	
Accounts Receivable	9200-9299	77,509.00	238,845.66	17,388.02-	15,615.00	15,615.00-	467,344.93-	188,871.92	
Due From Other Funds	9310			5,563.00			87,484.00-	81,921.00-	
Stores	9320								
Prepaid Expenditures	9330					2,176.30-	5,532.71-	34,774.93	
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		77,509.00	238,845.66	11,825.02-	15,615.00	17,791.30-	566,507.44-	823,383.84-	
(continued)									

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

ESCAPE [ONLINE](#)

Fund 01 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	55,059.33	48,746.29-	42,637.92	418,729.01-	32,054.16	551,315.21	1,018,468.13-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650							1,802,055.36-	
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		55,059.33	48,746.29-	42,620.20	418,859.97-	31,835.12	552,855.59	2,815,704.37-	
<b>Nonoperating</b>									
Suspense Clearing	9910			17.72-	130.96-	219.04-	1,540.38	4,819.12	
<b>TOTAL BALANCE SHEET ITEMS</b>		132,568.33	190,099.37	30,795.18	403,244.97-	14,043.82	13,651.85-	3,639,088.21-	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		215,117.48-	337,482.89-	726,575.16	1,411,186.02	922,776.92-	1,126,038.56	1,838,379.91	150,912.19
<b>F. ENDING CASH (A + E)</b>		10,225,643.28	9,888,160.39	10,614,735.55	12,025,921.57	11,103,144.65	12,229,183.21		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 09 - Actuals through June

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		.00	.00	.00	.00	.00	4,649.59-	
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019							5,802.00	
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799								
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	5,802.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999						3,423.24	5,439.30	
Classified Salaries	2000-2999						384.38	384.38	
Employee Benefits	3000-3999						834.97	2,279.93	
Supplies and Services	4000-4999								
Services	5000-5999						7.00	3.50	
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	4,649.59	8,107.11	
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 09 - Actuals through June		Fiscal Year 2016/17						
	Object	Beginning Balance	July	August	September	October	November	December
<b>Liabilities and Deferred Inflows</b>								
Accounts Payable	9500-9599							
Due To Other Funds	9610							
Current Loans	9640							
Unearned Revenues	9650							
Deferred Inflows of Resrcs	9690							
Undefined Objects								
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00
<b>Nonoperating</b>								
Suspense Clearing	9910							
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00
<b>E. NET INCREASE/DECREASE</b>								
B - C + D			.00	.00	.00	.00	4,649.59-	2,305.11-
<b>F. ENDING CASH (A + E)</b>			.00	.00	.00	.00	4,649.59-	6,954.70-
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>								

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Fund 09 - Actuals through June		Fiscal Year 2016/17						
Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	6,954.70-	17,820.19-	12,287.86-	8,016.29-	8,315.00-	8,245.92-	
<b>B. RECEIPTS</b>								
LCFF Revenue Sources								
Principal Apportionment	8010-8019		13,777.00	15,016.00	13,777.00	13,777.00	78,076.00	140,225.00
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							26,458.00
Federal Revenues	8100-8299							
Other State Revenues	8300-8599							2,248.00
Other Local Revenues	8600-8799		6.91-				6.91-	
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
<b>TOTAL RECEIPTS</b>		.00	13,770.09	15,016.00	13,777.00	13,777.00	78,076.00	140,218.09
<b>C. DISBURSEMENTS</b>								
Certificated Salaries	1000-1999	7,792.87	4,620.47	7,067.75	9,333.75	9,696.31	11,463.79	58,837.48
Classified Salaries	2000-2999	384.38	384.38	384.38	384.38	384.38	384.38	3,075.04
Employee Benefits	3000-3999	2,657.02	2,146.29	2,539.07	2,902.13	2,960.22	3,269.98	19,589.61
Materials and Supplies	4000-4999	27.72	1,083.12	749.73	1,451.95	663.51	10.60	3,986.63
Services	5000-5999	3.50	3.50	3.50	3.50	3.50	390.69	418.69
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
<b>TOTAL DISBURSEMENTS</b>		10,865.49	8,237.76	10,744.43	14,075.71	13,707.92	15,519.44	85,907.45
<b>D. BALANCE SHEET ITEMS</b>								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199							
Accounts Receivable	9200-9299							
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00
(continued)								

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

ESCAPE ONLINE

Fund 09 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599						2,622.17	2,622.17	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	.00	.00	.00	2,622.17	2,622.17	
<u>Nonoperating</u>									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		.00	.00	.00	.00	.00	2,622.17	2,622.17	
E. NET INCREASE/DECREASE									
B - C + D		10,865.49-	5,532.33	4,271.57	298.71-	69.08	65,178.73	56,932.81	41,412.00
F. ENDING CASH (A + E)		17,820.19-	12,287.86-	8,016.29-	8,315.00-	8,245.92-	56,932.81		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 11 - Actuals through June

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	December
A. BEGINNING CASH	9110		35,752.23-	37,078.59-	41,543.53-	43,240.65-	13,477.08-	20,326.67-
B. RECEIPTS								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299							
Other State Revenues	8300-8599					37,528.29		
Other Local Revenues	8600-8799						246.10-	
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
TOTAL RECEIPTS		.00	.00	.00	.00	37,528.29	246.10-	.00
C. DISBURSEMENTS								
Certificated Salaries	1000-1999					6,038.89	5,121.16	6,662.04
Classified Salaries	2000-2999				1,065.49	676.81	307.71	353.57
Employee Benefits	3000-3999				236.43	835.83	663.96	835.69
Supplies and Services	4000-4999			4,464.94	304.88	213.19	600.98	
Services	5000-5999							
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
TOTAL DISBURSEMENTS		.00	.00	4,464.94	1,606.80	7,764.72	6,693.81	7,851.30
D. BALANCE SHEET ITEMS								
Assets and Deferred Outflows								
Cash Not In Treasury	9111-9199							
Accounts Receivable	9200-9299	61,734.31-						
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
SUBTOTAL ASSETS		61,734.31-	.00	.00	.00	.00	.00	.00
(continued)								

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

ESCAPE ONLINE

Fund 11 - Actuals through June		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	1,342.88	1,326.36-		90.32-		90.32		
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		1,342.88	1,326.36-	.00	90.32-	.00	90.32	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		60,391.43-	1,326.36-	.00	90.32-	.00	90.32	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			1,326.36-	4,464.94-	1,697.12-	29,763.57	6,849.59-	7,851.30-	
<b>F. ENDING CASH (A + E)</b>			37,078.59-	41,543.53-	43,240.65-	13,477.08-	20,326.67-	28,177.97-	
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 11 - Actuals through June								Fiscal Year 2016/17	
	Object .	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	28,177.97-	35,924.09-	36,442.42-	56,233.03-	68,108.49-	54,137.60-		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599					28,381.57	35,452.24-	30,457.62	83,261.63
Other Local Revenues	8600-8799		59.84-			119.28-	425.22		
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	59.84-	.00	.00	28,262.29	35,027.02-	30,457.62	83,261.63
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999	6,594.06		8,837.40	7,523.12	6,571.40	7,998.98	55,347.05	55,347.05
Classified Salaries	2000-2999	310.18	241.63	693.70	922.58	803.63	6,404.80	11,780.10	11,780.10
Employee Benefits	3000-3999	841.88	56.86	1,281.77	1,134.76	964.86	2,028.39	8,880.43	8,880.43
Supplies and Services	4000-4999		160.00	7,264.59		5,942.56	461.31	19,412.45	19,612.45
Services	5000-5999			1,713.15	2,295.00		2,033.45	6,041.60	6,041.60
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		7,746.12	458.49	19,790.61	11,875.46	14,282.45	18,926.93	101,461.63	101,661.63
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199						26,282.07-	26,282.07-	
Accounts Receivable	9200-9299						61,734.31	61,734.31	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	35,452.24	35,452.24	
(continued)									

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

ESCAPE ONLINE

Fund 11 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599					8.95-	6,459.61	5,124.30	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	8.95-	6,459.61	5,124.30	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	8.95-	41,911.85	40,576.54	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		7,746.12-	518.33-	19,790.61-	11,875.46-	13,970.89	12,042.10-	30,427.47-	18,400.00-
<b>F. ENDING CASH (A + E)</b>		35,924.09-	36,442.42-	56,233.03-	68,108.49-	54,137.60-	66,179.70-		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 13 - Actuals through June

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	December
<b>A. BEGINNING CASH</b>	9110		171,862.02	159,649.47	104,894.46	46,426.54	26,641.81	23,158.32-
<b>B. RECEIPTS</b>								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299					49,758.63	12,373.69	
Other State Revenues	8300-8599					110.60		
Other Local Revenues	8600-8799					1,284.75	794.40	
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	51,153.98	13,168.09	.00
<b>C. DISBURSEMENTS</b>								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999		2,298.56	12,170.51	15,129.05	14,744.78	14,021.10	14,570.73
Employee Benefits	3000-3999		1,171.16	6,687.53	7,111.18	6,985.28	7,035.00	7,202.25
Supplies and Services	4000-4999		20.91	30,036.75	39,745.44	46,324.66	40,393.08	21,303.29
Services	5000-5999		1,207.00	315.38	563.63	2,883.99	1,235.23	1,437.51
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
<b>TOTAL DISBURSEMENTS</b>		.00	4,697.63	49,210.17	62,549.30	70,938.71	62,684.41	44,513.78
<b>D. BALANCE SHEET ITEMS</b>								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	3,849.06-			3,797.57			
Accounts Receivable	9200-9299	64,675.05-			283.81		283.81-	
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
<b>SUBTOTAL ASSETS</b>		68,524.11-	.00	.00	4,081.38	.00	283.81-	.00
(continued)								

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

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2016/17						
	Object	Beginning Balance	July	August	September	October	November	December
<b>Liabilities and Deferred Inflows</b>								
Accounts Payable	9500-9599	13,059.76	7,514.92-	5,544.84-				
Due To Other Funds	9610							
Current Loans	9640							
Unearned Revenues	9650							
Deferred Inflows of Resrcs	9690							
Undefined Objects								
<b>SUBTOTAL LIABILITIES</b>		13,059.76	7,514.92-	5,544.84-	.00	.00	.00	.00
<b>Nonoperating</b>								
Suspense Clearing	9910							
<b>TOTAL BALANCE SHEET ITEMS</b>		55,464.35-	7,514.92-	5,544.84-	4,081.38	.00	283.81-	.00
<b>E. NET INCREASE/DECREASE</b>								
B - C + D			12,212.55-	54,755.01-	58,467.92-	19,784.73-	49,800.13-	44,513.78-
<b>F. ENDING CASH (A + E)</b>			159,649.47	104,894.46	46,426.54	26,641.81	23,158.32-	67,672.10-
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>								

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Fund 13 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	67,672.10-	43,359.45	15,659.21-	92,635.21	44,794.30	3,960.61		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299	170,106.70		19,161.11		25,962.41-	209,321.73	434,759.45	455,000.00
Other State Revenues	8300-8599	6,763.73		7,463.85		6,531.86	11,886.33	32,756.37	36,500.00
Other Local Revenues	8600-8799		48.08	151,100.00		4.32-	52,462.84	205,685.75	185,243.84
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		176,870.43	48.08	177,724.96	.00	19,434.87-	273,670.90	673,201.57	676,743.84
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999	14,010.66	13,265.09	11,982.59	12,684.73	18,973.47	13,863.31	157,714.58	158,327.30
Employee Benefits	3000-3999	7,077.26	6,928.55	6,533.39	6,774.00	9,104.88	4,674.78	77,285.26	79,491.78
Supplies and Services	4000-4999	43,308.54	37,876.99	50,186.60	27,927.41	57,512.03	16,343.20	410,978.90	421,510.08
Services	5000-5999	1,442.42	996.11	727.96	454.77	483.49	2,266.07	14,013.56	16,414.68
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		65,838.88	59,066.74	69,430.54	47,840.91	86,073.87	37,147.36	659,992.30	675,743.84
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199						53,748.23-	49,950.66-	
Accounts Receivable	9200-9299					64,675.05	20,576.59-	44,098.46	
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	64,675.05	74,324.82-	5,852.20-	
(continued)									

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

ESCAPE ONLINE

Fund 13 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599						6,423.23	6,636.53-	
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	6,423.23	6,636.53-	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	64,675.05	67,901.59-	12,488.73-	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		111,031.55	59,018.66-	108,294.42	47,840.91-	40,833.69-	168,621.95	720.54	1,000.00
<b>F. ENDING CASH (A + E)</b>		43,359.45	15,659.21-	92,635.21	44,794.30	3,960.61	172,582.56		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 17 - Actuals through June

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	December	
A. BEGINNING CASH	9110		3,021,838.60	3,021,838.60	3,021,838.60	3,029,642.83	3,029,642.83	3,041,566.14	
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799						19,727.54		
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	19,727.54	.00	
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299				7,804.23		7,804.23-		
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	7,804.23	.00	7,804.23-	.00	
(continued)									

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

ESCAPE ONLINE

Fund 17 - Actuals through June		Fiscal Year 2016/17						
	Object	Beginning Balance	July	August	September	October	November	December
<b>Liabilities and Deferred Inflows</b>								
Accounts Payable	9500-9599							
Due To Other Funds	9610							
Current Loans	9640							
Unearned Revenues	9650							
Deferred Inflows of Resrcs	9690							
Undefined Objects								
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00
<b>Nonoperating</b>								
Suspense Clearing	9910							
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	7,804.23	.00	7,804.23	.00
<b>E. NET INCREASE/DECREASE</b>								
B - C + D			.00	.00	7,804.23	.00	11,923.31	.00
<b>F. ENDING CASH (A + E)</b>			3,021,838.60	3,021,838.60	3,029,642.83	3,029,642.83	3,041,566.14	3,041,566.14
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>								

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Fund 17 - Actuals through June

Fiscal Year 2016/17

	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	3,041,566.14	3,041,566.14	3,050,445.87	3,050,445.87	3,050,445.87	3,059,460.29		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799		8,879.73			9,014.42		37,621.69	16,266.00
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	8,879.73	.00	.00	9,014.42	.00	37,621.69	16,266.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Books and Supplies	4000-4999								
Services	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								2,500,000.00
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	2,500,000.00
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE ONLINE

Fund 17 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		.00	8,879.73	.00	.00	9,014.42	.00	37,621.69	2,483,734.00-
<b>F. ENDING CASH (A + E)</b>		3,041,566.14	3,050,445.87	3,050,445.87	3,050,445.87	3,059,460.29	3,059,460.29		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 25 - Actuals through June

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	December
<b>A. BEGINNING CASH</b>	9110		237,085.37	131,516.38	131,516.38	149,475.07	182,134.74	173,465.99
<b>B. RECEIPTS</b>								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299							
Other State Revenues	8300-8599							
Other Local Revenues	8600-8799					33,022.56	1,766.31	48,220.32
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	33,022.56	1,766.31	48,220.32
<b>C. DISBURSEMENTS</b>								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999							
Employee Benefits	3000-3999							
Trucks and Supplies	4000-4999							
Services	5000-5999					362.89	2,120.00	1,130.00
Capital Outlay	6000-6599				40,586.83		7,595.70	
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	40,586.83	362.89	9,715.70	1,130.00
<b>D. BALANCE SHEET ITEMS</b>								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	57,826.16			57,826.16			
Accounts Receivable	9200-9299				719.36		719.36	
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
<b>SUBTOTAL ASSETS</b>		57,826.16	.00	.00	58,545.52	.00	719.36	.00
(continued)								

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

ESCAPE ONLINE

Fund 25 - Actuals through June		Fiscal Year 2016/17							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	105,568.99	105,568.99-						
Due To Other Funds	9610	5,563.00							
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		111,131.99	105,568.99-	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		53,305.83	105,568.99-	.00	58,545.52	.00	719.36-	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			105,568.99-	.00	17,958.69	32,659.67	8,668.75-	47,090.32	
<b>F. ENDING CASH (A + E)</b>									
			131,516.38	131,516.38	149,475.07	182,134.74	173,465.99	220,556.31	
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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Fund 25 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>		9110	220,556.31	180,367.37	186,905.92	212,450.64	208,730.64	221,219.20	
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment		8010-8019							
Property Taxes		8020-8079							
Miscellaneous Funds		8080-8099							
Federal Revenues		8100-8299							
Other State Revenues		8300-8599							
Other Local Revenues		8600-8799	38,054.88	6,538.55	31,107.72		25,803.06	85,447.56	269,960.96
Interfund Transfers In		8910-8929							107,394.30
All Other Financing Sources		8930-8979							
Undefined Objects									
<b>TOTAL RECEIPTS</b>			38,054.88	6,538.55	31,107.72	.00	25,803.06	85,447.56	269,960.96
<b>C. DISBURSEMENTS</b>									
Certificated Salaries		1000-1999							
Classified Salaries		2000-2999							
Employee Benefits		3000-3999							
Books and Supplies		4000-4999							
Services		5000-5999	4,231.24			3,720.00	13,314.50	12,935.70	37,814.33
Capital Outlay		6000-6599					79,459.00	127,641.53	127,641.53
Other Outgo		7000-7499	74,012.58					74,012.58	74,012.58
Interfund Transfers Out		7600-7629							
All Other Financing Uses		7630-7699							
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>			78,243.82	.00	.00	3,720.00	13,314.50	92,394.70	239,468.44
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury		9111-9199					25,797.24	32,028.92	
Accounts Receivable		9200-9299							
Due From Other Funds		9310							
Stores		9320							
Prepaid Expenditures		9330							
Other Current Assets		9340							
Deferred Outflows of Resrcs		9490							
Undefined Objects									
<b>SUBTOTAL ASSETS</b>			.00	.00	.00	.00	.00	25,797.24	32,028.92
(continued)									

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

ESCAPE ONLINE

Fund 25 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599						1,723.50	103,845.49-	
Due To Other Funds	9610			5,563.00-			87,484.00	81,921.00	
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
SUBTOTAL LIABILITIES		.00	.00	5,563.00-	.00	.00	89,207.50	21,924.49-	
<u>Nonoperating</u>									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		.00	.00	5,563.00-	.00	.00	63,410.26	10,104.43	
E. NET INCREASE/DECREASE									
B - C + D		40,188.94-	6,538.55	25,544.72	3,720.00-	12,488.56	56,463.12	40,596.95	132,074.14-
F. ENDING CASH (A + E)		180,367.37	186,905.92	212,450.64	208,730.64	221,219.20	277,682.32		
G. Ending Cash, Plus Cash Accruals and Adjustments									

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Fund 56 - Actuals through June

Fiscal Year 2016/17

	Object	Beginning Balance	July	August	September	October	November	December
<b>A. BEGINNING CASH</b>	9110		.00	.00	.00	.00	.00	.00
<b>B. RECEIPTS</b>								
LCFF Revenue Sources								
Principal Apportionment	8010-8019							
Property Taxes	8020-8079							
Miscellaneous Funds	8080-8099							
Federal Revenues	8100-8299							
Other State Revenues	8300-8599							
Other Local Revenues	8600-8799							
Interfund Transfers In	8910-8929							
All Other Financing Sources	8930-8979							
Undefined Objects								
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00
<b>C. DISBURSEMENTS</b>								
Certificated Salaries	1000-1999							
Classified Salaries	2000-2999							
Employee Benefits	3000-3999							
Books and Supplies	4000-4999							
Services	5000-5999							
Capital Outlay	6000-6599							
Other Outgo	7000-7499							
Interfund Transfers Out	7600-7629							
All Other Financing Uses	7630-7699							
Undefined Objects								
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00
<b>D. BALANCE SHEET ITEMS</b>								
<u>Assets and Deferred Outflows</u>								
Cash Not In Treasury	9111-9199	1,248,727.02-						
Accounts Receivable	9200-9299							
Due From Other Funds	9310							
Stores	9320							
Prepaid Expenditures	9330							
Other Current Assets	9340							
Deferred Outflows of Resrcs	9490							
Undefined Objects								
<b>SUBTOTAL ASSETS</b>		1,248,727.02-	.00	.00	.00	.00	.00	.00
(continued)								

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

ESCAPE ONLINE

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

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**Fund 56 - Actuals through June** **Fiscal Year 2016/17**

	Object	January	February	March	April	May	June	Total	Budget
A. BEGINNING CASH	9110	.00	.00	.00	.00	.00	.00		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019								
Property Taxes	8020-8079								
Miscellaneous Funds	8080-8099								
Federal Revenues	8100-8299								
Other State Revenues	8300-8599								
Other Local Revenues	8600-8799								
Interfund Transfers In	8910-8929								2,500,000.00
All Other Financing Sources	8930-8979								
Undefined Objects									
<b>TOTAL RECEIPTS</b>		.00	.00	.00	.00	.00	.00	.00	2,500,000.00
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999								
Classified Salaries	2000-2999								
Employee Benefits	3000-3999								
Supplies and Supplies	4000-4999								
Services	5000-5999								
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199								
Accounts Receivable	9200-9299								
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		.00	.00	.00	.00	.00	.00	.00	
(continued)									

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

ESCAPE **ONLINE**

Fund 56 - Actuals through June		Fiscal Year 2016/17							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599								
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650								
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		.00	.00	.00	.00	.00	.00	.00	
<b>Nonoperating</b>									
Suspense Clearing	9910								
<b>TOTAL BALANCE SHEET ITEMS</b>		.00	.00	.00	.00	.00	.00	.00	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		.00	.00	.00	.00	.00	.00	.00	2,500,000.00
<b>F. ENDING CASH (A + E)</b>		.00	.00	.00	.00	.00	.00		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

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

**SUBJECT:** 45-Day 2017/18 Budget Revision

**MEETING:** August 23, 2017

**AGENDA SECTION:**

- ACTION
- INFORMATION
- ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

California Education Code §42127 states that "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act."

The District is presenting its required 45-day budget revision to reflect the State's Approved Budget. The Governor signed the 2017/18 State Budget Act on June 27, 2017, which incorporated a material change. The 45-day period ends August 11, 2017. The revisions were available on August 10, 2017.

Budget Revisions:

Base Revenue LCFF Funding was increased by \$1,150. The Gap funding percentage reduced from 43.97% to 43.19% which resulted in a loss of revenue of \$20,816. However, prior LCFF funding per ADA adjusted for Current year ADA increased by \$21,966 resulting in the slight increase of \$1,150.

One-Time Mandate Funds are \$170 per 2016/17 P2 ADA. This is \$366,950 additional revenues.


Recommendation:

Information Only

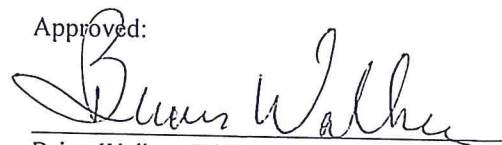
Fiscal Impact:

\$368,100 Unrestricted General Fund

Submitted By:

  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
Brian Walker, Ed.D  
Superintendent

2017/18 45 Day Revise Changes

Gap Funding	Object Code	Adopted Budget 43.97%	45 Day Revise Change 43.19%	Difference
Base Grant	8011-8095	23,896,809.00	23,918,775.00	21,966.00
Supplemental & Concentration Grant	8011-8095	469,789.00	448,973.00	(20,816.00)
Total Estimated LCFF Funding		24,366,598.00	24,367,748.00	1,150.00
One-Time Mandate Dollar	8590	-	366,950.00	366,950.00
Expenditures for One-Time Mandate	4300-5999	-	366,950.00	366,950.00

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

**SUBJECT:** Williams Facility Report through June 2017

**MEETING:** August 23, 2017

**AGENDA SECTION:**

ACTION

INFORMATION

ACTION/CONSENT

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

Attached is the Quarterly Williams Facility Report for Greenfield High School. It shows the progress made to date remedying the deficiencies noted in the original inspection in Spring of 2016.

Recommendation:

This is information only.

Fiscal Impact:

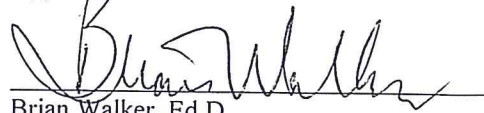
Not Applicable

Submitted By:



Sherrie S. Castellanos  
Chief Business Official

Approved:



Brian Walker, Ed.D.  
Superintendent



**Monterey County Superintendent of Schools**  
**WILLIAMS SETTLEMENT LEGISLATION**  
**FOURTH QUARTERLY REPORT FOR SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**  
**JULY 2017**

This report summarizes the results of the Williams Site Visits and documentation reviews at deciles 1, 2, and 3 schools (2012 Base API) for the months of April through June 2017.

**SCHOOL FACILITIES:**

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

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

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

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
Greenfield High	Good	8/22/16	Attendance Office	Screen is torn on window	15 Windows/Doors/Gates/Fences		Repaired	6/16/16
			Attendance Office	Window has hole	15 Windows/Doors/Gates/Fences		Repaired	1/24/17
			Activities Work RM	Water stain ceiling tiles	4 Interior Surfaces		Tiles replaced	6/16/16
			Men's RR	Water stains ceiling tiles in hallway	4 Interior Surfaces		Tiles replaced	6/16/16
			P RM 601	Ceiling tile is missing and loose	4 Interior Surfaces		Tiles replaced	5/11/16
			P RM 601	Rust / hole on exterior eaves / frame	13 Roofs		Repaired and repainted	9/15/16
			P RM 602	Rust is present on exterior eaves	11 Hazardous Materials		Repaired and repainted	9/15/16
			P RM 602	Paint is peeling exterior	11 Hazardous Materials		Repainted	9/15/16
			P RM 603	Ceiling tile is missing	4 Interior Surfaces		Tiles replaced	5/11/16
			P RM 603	Rust under exterior eaves / deteriorating	11 Hazardous Materials		Repaired and repainted	9/15/16
			P RM 605	Wallpaper is torn	4 Interior Surfaces			
			P RM 606	Inadequate lighting 5 lights bulbs are out	7 Electrical		Lights replaced	5/24/16
			Boy's Restroom	Ceiling tiles are missing	4 Interior Surfaces		Tiles replaced	6/23/16
			Boy's Restroom	Door vent cover is broken	15 Windows/Doors/Gates/Fences		Repaired	2/28/17

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School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
			P RM 609	No skid paint is peeling on ramp / slip hazard	11 Hazardous Materials		Repainted	6/23/16
			P RM 609	Trip hazard @ ramp entry	14 Playground/School Grounds		Repaired	6/23/16
			P RM 610	Carpet has stains / worn	4 Interior Surfaces		Carpet replaced	6/22/16

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
Greenfield High (Cont'd)			P RM 610	Wallpaper is torn	4 Interior Surfaces		In Progress/Summer Project	
			P RM 612	No skid paint is peeling on ramp / slip hazard	11 Hazardous Materials		Repainted	6/23/16
			P RM 613	No skid paint is peeling on ramp / slip hazard	11 Hazardous Materials		Repainted	6/23/16
			P RM 614	Dirty vents	2 Mech/HVAC		Vents cleaned	9/2/16
			P RM 614	No skid paint is peeling on ramp / slip hazard	11 Hazardous Materials		Repainted	6/23/16
			P RM 615	No skid paint is peeling on ramp / slip hazard	11 Hazardous Materials		Repainted	6/23/16
			P RM 616	Carpet is worn and stained	4 Interior Surfaces		Carpet replaced	6/22/16
			Weight Room	Trip hazard @ asphalt cement seam	14 Playground/School Grounds		Ground down	3/14/16
			Wrestling / Dance Room	Trip hazard @ asphalt cement seam	14 Playground/School Grounds		Ground down	3/14/16
			Concession	Ceiling tiles are cracked and missing	4 Interior Surfaces		Tiles replaced	5/17/16
			Athletic Director	Water stains ceiling tiles / hallway	4 Interior Surfaces		Tiles replaced	5/24/16
			RM 403 Diagnosis	A/C unit is not working	2 Mech/HVAC		Replaced	11/15/16
			Student Union	Water stains ceiling tiles in hallway to kitchen	4 Interior Surfaces		Tiles replaced	5/17/16
			Kitchen	Paint is chipping on wall	11 Hazardous Materials		Repaired	5/30/16
			Media Center	Water stain ceiling tiles	4 Interior Surfaces		Tiles replaced	6/16/16
			RM 106 Computer Room	5 wall outlets missing cover plates	7 Electrical	X	Cover plates replaced	9/1/16
			RM 106 Computer Room	Screens torn	15 Windows/Doors/Gates/Fences		Screens repaired	6/13/16

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
			Library	Dry rot and cracks at fascia boards	13 Roofs		Spring Break/Summer	
			Library	Rust on gutters	13 Roofs		Spring Break/Summer	
			Boy's RR by Library	Light out	8 Restroom		Light replaced	8/23/16
			Main Gym	Fire extinguisher box damaged	10 Fire Safety		Repaired	2/2/17

School	Overall Rating	Review Date	Room / Area	Facility Deficiencies Identified	Item # / Category	Emergency	Correction / Action Taken	Corrected On
Greenfield High (Cont'd)			Quad	Weeds and gum at concrete throughout	14 Playground/School Grounds		Continuous Project	
			RM 103	Screen torn	15 Windows/Doors/Gates/Fences		Repaired	1/17/207
		9/20/16	RM 106	Exit partially blocked by desk	10 Fire Safety		Desk moved	9/1/16
<b>Follow-up</b>			RM 106	Fire extinguisher blocked by de	10 Fire Safety		Desk moved	9/1/16
			Campus	Fire alarm panel in trouble	10 Fire Safety		Reset panel	9/1/16

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD

SUBJECT: Interdistrict Tracking Information

MEETING: August 23, 2017

AGENDA SECTION:

ACTION

INFORMATION

ACTION/CONSENT

---

Board Goals:

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

Summary:

The attached numbers of interdistrict transfers coming into the district as well as leaving are start from the 2013-2014 school year. The number noted in the parentheses were approvals due to the fact a parent worked in the district where the student requested to attend school (Allen Bill). The other areas of approve were: child care, safety, another district offered courses we did not, and child had already been attending the district of request and the student is a senior.

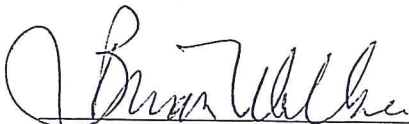
Recommendation:

This is an information item only.

Fiscal Impact:

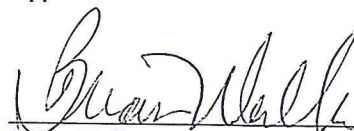
The amount of the student requesting transfers out of the district varies each year depending on the number of requests approved.

Submitted By:



Brian Walker, Ed.D.  
Superintendent

Approved:



Brian Walker, Ed.D.  
Superintendent

## SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT INTERDISTRICT TRANSFERS

Grade	Students Transferred In					Grade	Students Transferred Out				
	2013-14	2014-15	2015-16	2016-17	2017-18		2013-14	2014-15	2015-16	2016-17	2017-18
9 <sup>th</sup>	0	0	0	0	0	9 <sup>th</sup>	25 (22)	16 (15)	30 (21)	14 (8)	22 (13)
10 <sup>th</sup>	0	0	0	0	0	10 <sup>th</sup>	8 (8)	9 (7)	20 (15)	13 (11)	15 (9)
11 <sup>th</sup>	0	0	0	0	0	11 <sup>th</sup>	16 (11)	4 (3)	24 (20)	11 (8)	21 (12)
12 <sup>th</sup>	0	0	1	0	0	12 <sup>th</sup>	14 (12)	9 (5)	17 (9)	13 (11)	19 (10)
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>		<b>63 (53)</b>	<b>38 (30)</b>	<b>91 (65)</b>	<b>52 (38)</b>	<b>77</b>
						MCOE					
						9 <sup>th</sup>	0	0	0	0	1
						10 <sup>th</sup>	0	0	1	0	1
						11 <sup>th</sup>	0	0	0	0	2
						12 <sup>th</sup>	0	0	1	0	7
<b>Total</b>							<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>11</b>

### Interdistrict Requests Denied

2013-14	2014-15	2015-16	2016-17	2017-18
3	2	1	0	0

16 requests in the 2013-14 school year were approved to attend another district because of: child care, student safety, district provided courses which were not offered in our district, child was already attending school in the district of request.

0 requests in the 2014-15 school year were approved to attend another district because of: child care, student safety, always attend the district of request, other programs offered which were not available in our district.

26 requests in the 2015-16 school year were approved to attend another district because of: child care, student safety, medical issues, other programs offered which were not available in our district, remodeling at Villa Camphora in Soledad, recommendation from doctor (numerous medical appts.), lives in an area we do not provide transportation, family just moved approved to attend another district for the current semester only.

14 requests in the 2016-17 school year were approved to attend another district because of: child care, always attended the district of request, other programs offered which were not available in our district, remodeling of Villa Camphora, lives in an area we do not provide transportation.

22 requests in the 2017-18 school year were approved to attend another district because of: child care, student safety, other programs offered which were not available in our district, lives in an area we do not provide transportation and Probation Officer recommend the student attend the MCOE Alternative Ed Program,

### STUDENTS WHO WERE APPROVED TO ATTEND ANOTHER SCHOOL DISTRICT – PARENTS EMPLOYED IN THE RECEIVING DISTRICT (Allen Bill)

Grade	2013-14	2014-15	2015-16	2016-17	2017-2018
9 <sup>th</sup>	22	15	21	8	13
10 <sup>th</sup>	8	7	15	11	9
11 <sup>th</sup>	11	3	20	8	12
12 <sup>th</sup>	12	5	9	11	10
<b>Total</b>	<b>33</b>	<b>30</b>	<b>65</b>	<b>38</b>	<b>44</b>

As of August 7, 2017

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

**SUBJECT:** Board Policies - First Reading

**MEETING:** August 23, 2017

**AGENDA SECTION:**

- ACTION  
 INFORMATION  
 ACTION/CONSENT

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

Summary:

The following Board Policies are presented as a first reading/revision for the Governing's Board Consideration:

- BP/AR 1312.2 – Uniform Complaint Procedures (revised)
- BP 1340 – Access to District Records (revised)
- BP 2121 – Superintendent's Contract (revised)
- BP/AR 3551 – Food Service Operations/Cafeteria Fund (revised)
- AR 3580 – District Records (revised)
- BP 4127, 4227, 4327 – Temporary Athletic Team Coaches (revised)
- BP 4312.1 – Contracts (revised)
- AR 5145.3 – Nondiscrimination/Harassment (revised)
- BP 6142.93 – Science Instruction (new)
- BP 6145 – Extracurricular and Cocurricular Activities (revised)
- BP/AR 6145.2 – Athletic Competition (revised)
- AR 6178.1 – Work-Based Learning (revised)
- BP 7214 – General Obligation Bonds (revised)
- BB 9012 – Board Member Electronic Communication (revised)

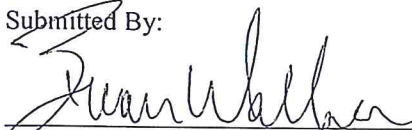
Recommendation:

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:



Brian Walker, Ed. D.  
Superintendent

Approved:



Brian Walker, Ed.D.  
Superintendent

Community Relations

Uniform Complaint Procedures

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

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

Compliance Officers

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

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

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

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

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

**In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.**



The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

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

### **Notifications**

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

### **(Education Code 234.1)**

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

~~Sr. Director of Human Resources~~

~~800 Broadway Street~~

~~King City, CA 93930~~

~~831-385-0606, extension 4305~~

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

~~(cf. 9124 - Attorney)~~

Notifications

~~The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)~~

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

- (cf. 0420 - School Plans/Site Councils)
- (cf. 0460 - Local Control and Accountability Plan)
- (cf. 1220 - Citizen Advisory Committees)
- (cf. 3260 - Fees and Charges)
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
- (cf. 5145.6 - Parental Notifications)
- (cf. 6173 - Education for Homeless Children)
- (cf. 6173.1 - Education for Foster Youth)
- (cf. 6173.3 - Education for Juvenile Court School Students)**

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

**The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.**

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

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

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

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. ~~Advise the complainant of the appeal process pursuant to Education Code 262.3, including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies~~

**Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).**

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

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation reveals that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's

educational program, including curricular and extracurricular activities.

g. The Board is required to adopt and annually update a local control and accountability plan (LCAP), in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

(cf. 0460 - Local Control and Accountability Plan)

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

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

**i. A foster youth, homeless student, or former juvenile court school student who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:**

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

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

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

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

**In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.**

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

(cf. 5145.6 - Parental Notifications)

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

#### District Responsibilities

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

**For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.**

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

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

#### Filing of Complaint

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

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

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

1. A complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the

Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

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

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

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

#### Mediation

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

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

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

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

## Investigation of Complaint

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

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

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

**In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.**

**To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.**

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

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

**or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)**

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

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

#### Report of Findings

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

**Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.**

#### Final Written Decision

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

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.



For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination, including discriminatory harassment, intimidation, or bullying, the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

~~For complaints of unlawful discrimination, including remedies offered or provided to the subject of the complaint~~

**For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:**

**a. The corrective actions imposed on the respondent**

**b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.**

c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)

2. The 60 days' moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling

2. Academic support

3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

**When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.**

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other

charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (~~Education Code 49013, 52075; 5 CCR 4632~~)

**(Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)**

~~The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)~~

**When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.**

**The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)**

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

(1/13 10/14) 7/15

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

## Community Relations

## Access To District Records

The Governing Board recognizes the right of citizens to have access to public records of the district. The Board intends the district to provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3580 - District Records)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

**In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.**

The district may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

## Legal Reference:

## EDUCATION CODE

35145 Public meetings

35170 Authority to secure copyrights

35250 Duty to keep certain records and reports

41020 Requirement for annual audit

42103 Publication of proposed budget; hearing

44031 Personnel file contents and inspections

44839 Medical certificates; periodic medical examination

49060-49079 Pupil records

49091.10 Parental review of curriculum and instruction  
52850 Applicability of article (School-Based Program Coordination Plan availability)

GOVERNMENT CODE

3547 Proposals relating to representation  
6250-6270 California Public Records Act  
6275-6276.48 Other exemptions from disclosure  
53262 Employment contracts

54957.2 Minute book record of closed sessions  
54957.5 Agendas and other writings distributed for discussion or consideration  
81008 Political Reform Act, public records; inspection and reproduction

CALIFORNIA CONSTITUTION

Article 1, Section 3 Right of access to governmental information

CODE OF REGULATIONS, TITLE 5

430-438 Individual pupil records

COURT DECISIONS

International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319

Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381

Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324

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North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144

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71 Ops.Cal.Atty.Gen. 235 (1988)

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ATTORNEY GENERAL PUBLICATIONS

Summary of the California Public Records Act, 2004

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: A Guide to the California Public Records Act, 2008

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

State Bar of California: <http://www.calbar.ca.gov>

(12/92 2/99) 11/08

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

Administration

Superintendent's Contract

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 - Goals for the School District)  
(cf. 2120 - Superintendent Recruitment and Selection)  
(cf. 4312.1 - Contracts)  
(cf. 9000 - Role of the Board)

In approving employment contracts with the Superintendent, the Governing Board wishes to encourage the Superintendent's long-term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.

*(cf. 2120 - Superintendent Recruitment and Selection)*  
*(cf. 4312.1 - Contracts)*  
*(cf. 9000 - Role of the Board)*

The Board shall designate a representative to negotiate with the Superintendent on its behalf and shall consult legal counsel to draft the contract document.

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's



provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in a timely manner of the requirement to give notice

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

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

~~The Board may deliberate about terms of the contract in closed session at a regular meeting. Discussions regarding the salary, salary schedule, or other compensation may occur in closed session only as permitted under Government Code 54957.6 between the Board and its designated representative(s) (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. (Government Code 54956, 54957, 54957.6)~~

**The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)**

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)  
(cf. 9321 - Closed Session Purposes and Agendas)  
(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

~~The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. (Government Code 53262)~~

**The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)**

**Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6)**

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

~~The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.~~

~~(cf. 2140 - Evaluation of the Superintendent)~~

#### Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

#### Legal Reference:

##### EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

##### GOVERNMENT CODE

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54954 Time and place of regular meetings

54956 Special meetings  
54957 Closed session personnel matters  
54957.1 Closed session, public report of action taken  
UNITED STATES CODE, TITLE 26  
105 Self-insured medical reimbursement plan; definition of highly compensated individual  
UNITED STATES CODE, TITLE 42  
300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals  
CODE OF FEDERAL REGULATIONS  
1.105-11 Self-insured medical reimbursement plan

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Superintendent Contract Template, 2015  
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CSBA: <http://www.csba.org>  
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(11/04 11/11) 12/15

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

Business and Noninstructional Operations

Food Service Operations/Cafeteria Fund

~~The Governing Board intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. To increase cost effectiveness, the State Administrator/Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.~~

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3311 - Bids)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 5030 - Student Wellness)*

**The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.**

~~The State Administrator/Superintendent or designee shall ensure that all food services administrators and personnel possess appropriate qualifications and receive ongoing professional development related to the effective management and implementation of the district's food services program.~~

**The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.**

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)**

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

**In addition, meals may be sold to other individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or students' siblings.**

**Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.**

**Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.**

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

**(cf. 3553 - Free and Reduced Price Meals)**

**(cf. 5145.3 - Nondiscrimination/Harassment)**

**The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, and shall clearly communicate these procedures and related district policies to students and parents/guardians. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.**

#### Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law. ~~Program financial reports shall be presented regularly to the Board.~~

**(cf. 3230 - Federal Grant Funds)**

*(cf. 3400 - Management of District Assets/Accounts)*

*(cf. 3460 - Financial Reports and Accountability)*

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or food service management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

*(cf. 3312 - Contracts)*  
*(cf. 3600 - Consultants)*

**Procurement of Foods**

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

**Program Monitoring and Evaluation**

~~The State Administrator~~/Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

*(cf. 3555 - Nutrition Program Compliance)*

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49554 Contract for services

49550-49562 Meals for needy students

#### HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

#### CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

#### UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

#### CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program



250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013

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Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, Management Bulletin USDA-FDP-02-2010, August 2010

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FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

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Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

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California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

(11/07 3/11) 12/13

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

Business and Noninstructional Operations

Food Service Operations/Cafeteria Fund

Payments for Meals

~~With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain an account indicating payments received from each student for the purchase of school meals.~~

**With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.**

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

~~At the beginning of the school year, parents/guardians shall be notified of the district's meal payment policies and encouraged to prepay for meals whenever possible.~~

*(cf. 1113 - District and School Web Sites)*

**At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:**

- 1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year**
- 2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually**
- 3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year**
- 4. Posting the policy on the district's web site**

**5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance**

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

~~Students and their parents/guardians shall be notified whenever their account has a zero balance. Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.~~

~~In cases of repeated nonpayment by a student, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced-price meals or need referral to social services.~~

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the ~~State Administrator~~/Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The ~~State Administrator~~/Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

**Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.**

~~Students and parents/guardians shall be advised in writing of the school's policy regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved.~~

### Unpaid and Delinquent Meal Charges

Students and their parents/guardians shall be notified whenever their account has a low or negative balance. Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

### Reimbursement Claims

The ~~State Administrator~~/Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The ~~State Administrator~~/Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

### Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board of Education shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091, 38092)

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR 255, and the California School Accounting Manual. (Education Code 38091, 38101; 2 CFR 255)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

*(cf. 3110 - Transfer of Funds)*

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal

year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 210.14)

#### U.S. Department of Agriculture Foods

The State Administrator/Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The State Administrator/Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

~~USDA foods shall be used in school lunches as far as practicable, but also may be used in other nonprofit food service activities, with any revenues accruing to the district's nonprofit food service account. Such activities may include school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students. (7 CFR 250.60)~~

**USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)**

#### Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

*(cf. 3312 - Contracts)*

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 3600 - Consultants)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointments and Conditions of Employment)*

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California



## Business and Noninstructional Operations

### District Records

#### Classification of Records

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

*(cf. 1340 - Access to District Records)*

Before January 1, the Superintendent or designee shall review the prior school year records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

*(cf. 3440 - Inventories)*

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

*(cf. 5125 - Student Records)*

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

#### Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
  - a. Official budget

- b. Financial reports of all funds, including cafeteria and student body funds
- c. Audit of all funds
- d. Average daily attendance, including Period 1 and Period 2 reports
- e. Other major annual reports, including:
  - (1) Those containing information relating to property, activities, financial condition, or transactions
  - (2) Those declared by Governing Board minutes to be permanent

*(cf. 3100 - Budget)*

*(cf. 3452 - Student Activity Funds)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

## 2. Official Actions

- a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only
- b. The call for and the result of any elections called, conducted, or canvassed by the Board
- c. Records transmitted by another agency pertaining to its action with respect to district reorganization

*(cf. 7214 - General Obligation Bonds)*

*(cf. 9324 - Minutes and Recordings)*

## 3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as Class 1 (Permanent) and the detailed records may then be classified as Class 3 (Disposable).

Information of a derogatory nature as defined in Education Code 44031 shall be Class 1 (Permanent) only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
 (cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)

#### 4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. This includes any related policy of liability insurance except that these records cease to be Class 1 (Permanent) one year after the claim has been settled or the statute of limitations has expired.

(cf. 5111.1 - District Residency)  
 (cf. 5141 - Health Care and Emergencies)  
 (cf. 5143 - Insurance)

#### 5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as Class 1 (Permanent). The detailed records may then be classified as Class 3 (Disposable) if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, the amount paid, and comparable data if the unit is disposed of.

(cf. 3280 - Sale or Lease of District-Owned Real Property)

#### Class 2 - Optional Records

Any record considered temporarily worth keeping, but which is not a Class 1 record, may be classified as Class 2 (Optional) and shall be retained until it is reclassified as Class 3 (Disposable). If by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified Class 2 (Optional) pending further review and classification within one year. (5 CCR 16024)

#### Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) shall be classified as Class 3 (Disposable). These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent); and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated.

In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as Class 3 (Disposable). (5 CCR 16026, 16027)

*(cf. 5113.2 - Work Permits)*

(9/88 10/96) 11/09

### Electronically Stored Information

~~All district-related electronically stored information generated or received by a district employee shall be saved to an electronic file on the district's computer and retained for at least 180 days, or shall be printed by the employee and physically filed in a way that it can be easily retrieved when needed.~~

~~However, any district-related electronically stored information that qualifies as a record, as defined above, shall be classified and retained as specified in the section "Classification of Records" above.~~

~~District-related electronically stored information includes, but is not limited to, any email, voicemail, text message, word processing document, spreadsheet, or text document related to district business or generated in the course of an employee's official duty.~~

**All electronically stored information related to the conduct of district business, including information created, saved, sent, or received on a district employee's or Board member's personal account or device, shall be saved as an electronic file to a district-provided account or device and retained in accordance with the section "Classification of Records" above. Such information includes, but is not limited to, email, text messages, instant messages, computer files, and other electronic communications related to district business. In addition, when appropriate, the information may be printed and physically filed in a way that allows it to be easily retrieved when needed.**

Employees shall be required to regularly purge their email accounts and district-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to district business. The Superintendent or designee may check for appropriate use of any district-owned equipment at any time.

*(cf. 4040 - Employee Use of Technology)*

Any employee to whom a district-owned computer, cell phone, or other electronic

communication device is provided shall be notified about the district's electronic information management system and, as necessary, provided training on effectively using the device.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(10/96 11/09) 4/13

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

## Personnel

### Temporary Athletic Team Coaches

The Governing Board desires to employ qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes.

*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6145.2 - Athletic Competition)*

The Superintendent or designee may employ a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. (5 CCR 5590)

*(cf. 4121 - Temporary/Substitute Personnel)*

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

*(cf. 4118 - Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 5131.1 - Bus Conduct)*  
*(cf. 5131.63 - Steroids)*

### **(cf. 5141.1 - Child Abuse Prevention and Reporting)**

Noncertificated coaches have no authority to give grades to students. (5 CCR 5591)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

### Qualifications

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess the proper credential or Activity Supervisor Clearance Certificate and an appropriate level of competence, knowledge, and skill.

~~Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, possess an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing. (Education Code 49024)~~

~~An individual who obtained both a Department of Justice and Federal Bureau of Investigation criminal background clearance through the district prior to July 9, 2010 shall have satisfied this requirement. (Education Code 49024)~~

**Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024)**

**Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)**

**In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6 and 49032, and by district policy.**

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.5/4312.5 - Criminal Record Check)*

*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*

*(cf. 4212.5 - Criminal Record Check)*

Legal Reference:

EDUCATION CODE

35179-35179.7 Interscholastic athletics

44010 Sex offense

44011 Controlled substance offense

44258.7 Credential types; Activity Supervisor Clearance Certificate

44332-44332.5 Temporary certificates

44424 Conviction of a crime

44808 Liability when students are not on school property

44919 Classification of temporary employees

49024 Activity Supervisor Clearance Certificate

49030-49034 Performance-enhancing substances

CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities

5590-5596 Duties of temporary athletic team coaches

COURT DECISIONS

CTA v. Rialto Unified School District, (1997) 14 Cal. 4th 627

San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal.App.3d 1376

Management Resources:

CSBA PUBLICATIONS

Steroids and Students: What Boards Need to Know, Policy Brief, July 2005

A School Board Member's Guide to CIF and Interscholastic Sports, 1997

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Pursuing Victory with Honor, 1999

California Interscholastic Federation Constitution and Bylaws

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

09-19 Implementation of Assembly Bill 1025 Concerning the Activity Supervisor Clearance Certificate (ASCC), December 2, 2009

WEB SITES

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

California Athletic Trainers' Association: <http://www.ca-at.org>

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

California Interscholastic Federation: <http://www.cifstate.org>

National Athletic Trainers' Association: <http://www.nata.org>

(6/97 11/05) 3/10

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California



Personnel

**Contracts**

The Governing Board recognizes the importance of qualified and competent individuals to lead district programs and to assist the Superintendent in coordinating efforts to achieve district goals and objectives. To that end, the Board may fill certificated administrative and supervisory positions and classified senior management positions on a contract basis.

*(cf. 0000 - Vision)*

*(cf. 2121 - Superintendent's Contract)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

*(cf. 4300 - Administrative and Supervisory Personnel)*

*(cf. 4313.2 - Demotion/Reassignment)*

*(cf. 4314 - Transfers)*

The Board may offer a continuing contract of up to four years to any deputy, associate, or assistant superintendent; any certificated employee holding a position requiring a supervision or administration credential; or any senior manager of the classified service. (Education Code 35031, 44929.20)

Prior to entering into any such contract, the Board and Superintendent shall consider the financial impact of the contract on the district. The proposed contract shall also be reviewed by legal counsel to ensure that all legally required provisions are included in the contract and to address any potentially adverse obligations to the district.

*(cf. 3460 - Financial Reports and Accountability)*

~~The Board shall deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. (Government Code 54957)~~

**The Board may deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. Discussions regarding salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception") for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the employee. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)**

*(cf. 9320 - Meetings and Notices)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*  
*(cf. 9321.1 - Closed Session Actions and Reports)*

~~Any such employment contract shall be ratified by the Board during an open session of a regularly scheduled Board meeting and reflected in the Board's minutes. Copies of the contracts shall be available to the public upon request. (Government Code 53262)~~

**The Board shall take final action on an employment contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)**

**Copies of any contract and other public records created or received in the process of developing the recommendation related to the salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953)**

*(cf. 1340 - Access to District Records)*  
*(cf. 9322 - Agenda/Meeting Materials)*  
*(cf. 9324 - Minutes and Recordings)*

#### Extension of Contract and Reemployment

A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

*(cf. 4315 - Evaluation/Supervision)*

During the term of the contract and with the consent of the employee involved, the Board may reelect or reemploy the employee starting on the next succeeding first day of July and based on terms and conditions mutually agreed upon by the Board and the employee. (Education Code 35031)

If the Board decides not to reelect or reemploy a deputy, associate, or assistant superintendent or a senior manager of the classified service upon the expiration of his/her term, it shall notify the employee in writing 45 days prior to the expiration of the term of the contract. (Education Code 35031)

#### Termination of Contract

**The Board may terminate an employment contract prior to its expiration date in accordance with the conditions and process specified in the contract.**

Every employee contract shall include a provision specifying the legal maximum cash settlement that the employee may receive in the event that the Board finds it necessary to terminate the contract prior to its expiration date. (Government Code 53260)

*(cf. 4117.5/4217.5/4317.5 - Termination Agreements)*

In addition, all employee contracts shall include a provision that, if the employee is convicted of a crime involving an abuse of his/her office or position, he/she shall fully reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination and for any funds expended by the district in his/her criminal legal defense. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35030 Title of deputy, associate or assistant superintendent for certain positions

35031 Term of employment

44842 Automatic declining of employment

44843 Notice of employment to county superintendent

44929.20 Continuing contract

44951 Continuation in position unless notified

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54954 Time and place of regular meetings

54956 Brown Act - Open meeting laws; special meetings

54957 Closed session, personnel matters

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: The Board's Relationship to District Staff, 2007

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

(6/99 7/07) 3/12

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

First Reading: August 23, 2017

Adopted:

King City, California

Students

Nondiscrimination/Harassment

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Sr. Director of Human Resources  
800 Broadway  
King City, CA  
831 385 0606

Measures to Prevent Discrimination

To prevent discrimination, harassment, intimidation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

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

2. ~~Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)~~

**Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)**

**a. The name and contact information of the district's Title IX coordinator, including the phone number and email address**

**b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)**

**c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:**

**(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations**

**(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site**

**(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office**

**(cf. 1113 - District and School Web Sites)**

**(cf. 1114 - District-Sponsored Social Media)**

~~3. Provide to employees, volunteers, and parents/guardians training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, harassment, intimidation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender nonconforming students.~~

~~(cf. 1240 - Volunteer Assistance)~~

~~(cf. 4131 - Staff Development)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

**Provide to students a handbook that contains age-appropriate information that clearly**

**describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)**

~~4. Annually notify all students and parents/guardians of the district's nondiscrimination policy and of the opportunity to inform the Coordinator whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Coordinator shall meet with the student and/or parent/guardian to determine how best to accommodate the student.~~

**Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.**

(cf. 5145.6 - Parental Notifications)

5. The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

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

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

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

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

#### Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

### Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

~~Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 – Uniform Complaint Procedures.~~

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint When Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

~~Grievance Procedures (moved from Board Policy 5145.3)~~

~~Any student subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.~~



~~(cf. 1312.1—Complaints Concerning District Employees)  
(cf. 1312.3—Uniform Complaint Procedures)~~

~~Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7—Sexual Harassment.~~

~~(cf. 5145.7—Sexual Harassment)~~

~~Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.~~

~~The State Administrator/Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.~~

~~(cf. 1113—District and School Web Sites)  
(cf. 1114—District Sponsored Social Media)  
(cf. 6163.4—Student Use of Technology)~~

~~When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.~~

## Transgender and Gender-Nonconforming Students

Gender identity means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity or gender expression is different

from that traditionally associated with the assigned sex at birth.

~~Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:~~

**Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:**

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. ~~Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex~~

**Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable**

3. ~~Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming~~

**Blocking a student's entry to the bathroom that corresponds to his/her gender identity**

4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her

gender, gender identity, or gender expression

~~The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender nonconforming students. Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.~~

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. ~~Right to privacy:—A student's transgender or gender nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.~~

**Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure**

of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the physical, emotional, and other significant risks to the student, the compliance officer may consider discussing with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. ~~Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.~~

**Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.**

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-

nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. If available and requested by any student, regardless of the underlying reason, the district shall offer options to address privacy concerns in sex-segregated facilities, such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. ~~Student Records:—A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order.—However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.~~

**Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

(2/14) 10/14

Regulation: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

**Instruction**

**Science Instruction**

The Governing Board believes that science education should focus on giving students an understanding of the biological and physical aspects of science, key scientific concepts, and methods of scientific inquiry and investigation. Students should become familiar with the natural world and the interrelationship of science, mathematics, technology, and engineering. As part of science instruction, students should learn how to apply scientific knowledge and reasoning.

(cf. 0440 - District Technology Plan)

(cf. 5145.8 - Refusal to Harm or Destroy Animals)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

The district's academic standards for science instruction shall meet or exceed the California Next Generation Science Standards (CA-NGSS). The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

(cf. 3514.1 - Hazardous Substances)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4157/4257/4357- Employee Safety)

(cf. 5142 - Safety)

(cf. 0500 - Accountability)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:

#### EDUCATION CODE

8774 Residential outdoor science program

32030-32034 Eye safety

32255-32255.6 Student's right to refrain from harmful or destructive use of animals

33475-33475.5 Model curriculum on stem cell science

49340-49341 Hazardous substances education

51210 Areas of study, grades 1 through 6

51210.3 Elementary science coach

51220 Areas of study, grades 7 through 12

51225.3 High school graduation

52060-52077 Local control and accountability plan



60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATION, TITLE 5

14030 Science laboratories, design specifications

CODE OF REGULATIONS, TITLE 8

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

Management Resources:

CSBA PUBLICATIONS

Supporting Implementation of the California Next Generation Science Standards (CA-NGSS),  
Governance Brief, November 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Framework for California Public Schools: Kindergarten Through Grade Twelve, 2016

Next Generation Science Standards Systems Implementation Plan for California, 2014

California Next Generation Science Standards, 2013

Science Safety Handbook for California Public Schools, 2012

WEB SITES

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

California Alliance for Next Generation Science Standards: <http://cdefoundation.org/stem/ca4ngss>

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

California Science Teachers Association: <http://www.cascience.org>

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

(10/95) 5/17

Policy: SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

Instruction

Extracurricular And Cocurricular Activities

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development and experiences of students. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

**(cf. 1330 - Use of School Facilities)**

**(cf. 5137 - Positive School Climate)**

**(cf. 6145.2 - Athletic Competition)**

**(cf. 5148.2 - Before/After School Programs)**

~~No extracurricular or cocurricular program or activity shall be provided or conducted separately, and no district student's participation in extracurricular and cocurricular activities shall be required or refused, based on the student's sex, gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. Requirements for participation in extracurricular and cocurricular activities shall be limited to those that are essential to the success of the activity. (5 CCR 4925)~~

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

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

~~(cf. 5145.7 - Sexual Harassment)~~

**Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. (5 CCR 4925)**

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

**(cf. 5145.3 - Nondiscrimination/Harassment)**

**(cf. 5145.7 - Sexual Harassment)**

**(cf. 6145.5 - Student Organizations and Equal Access)**

Any complaint regarding the district's extracurricular and cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

~~No student shall be prohibited from participating in extracurricular and cocurricular activities related to the educational program because of inability to pay fees associated with the activity.~~

~~*(cf. 3260 - Fees and Charges)*~~

**Unless specifically authorized by law, no student shall be charged a fee for his/her participation in educational activities, including extracurricular and cocurricular activities and materials or equipment related to such activities. (Education Code 49010, 49011)**

**(cf. 3260 - Fees and Charges)**

**(cf. 3452 - Student Activity Funds)**

#### Eligibility Requirements

To be eligible to participate in extracurricular and cocurricular activities, students in grades 9-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale
2. No more than one "F" when calculating their GPA for eligibility purpose
3. Maintenance of minimum progress toward meeting high school graduation requirements

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6162.52 - High School Exit Examination)*

The Superintendent or designee may grant ineligible students a probationary period of not more than one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation.

*(cf. 6164.5 - Student Success Teams)*

*(cf. 6176 - Weekend/Saturday Classes)*

*(cf. 6177 - Summer School)*

*(cf. 6179 - Supplemental Instruction)*

~~Any decision regarding the eligibility of any child in foster care or a child of a military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.~~

~~(cf. 6173.1 - Education for Foster Youth)~~

~~(cf. 6173.2 - Education of Children of Military Families)~~

**Any decision regarding the eligibility of a homeless student, foster youth, or child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.**

**(cf. 6173 - Education for Homeless Children)**

**(cf. 6173.1 - Education for Foster Youth)**

**(cf. 6173.2 - Education of Children of Military Families)**

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

#### Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and/or cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

*(cf. 5131 - Conduct)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6145.2 - Athletic Competition)*

#### Annual Policy Review

The Board shall annually review this policy and implementing regulations.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

48850 Participation of foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49700-49704 Education of children of military families

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

WEB SITES.

California Association of Directors of Activities: <http://www.cadal.org>

California Department of Education, Educational Options Office:

<http://www.cde.ca.gov/ls/pf/mc>

California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy/>  
(12/90 11/01) 11/09

Policy SOUTH MONTREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

## Instruction

**Athletic Competition**

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

*(cf. 3541.1 - Transportation for School-Related Trips)*

*(cf. 5030 - Student Wellness)*

*(cf. 5137 - Positive School Climate)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 7110 - Facilities Master Plan)*

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

*(cf. 1260 - Educational Foundation)*

*(cf. 1321 - Solicitation of Funds from and by Students)*

*(cf. 1325 - Advertising and Promotion)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 3290 - Gifts, Grants and Bequests)*

## Nondiscrimination and Equivalent Opportunities in the Athletic Program

~~The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females.~~

**The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.**

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

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

Any complaint regarding the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

### California Interscholastic Federation

The Board maintains membership in the California Interscholastic Federation (CIF) and requires that interscholastic athletic activities be conducted in accordance with Board policy, administrative regulations, and CIF bylaws and rules. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

~~Upon recommendation of the Superintendent, the Board shall annually designate an employee from each high school to serve as a representative to the local CIF league. Appointees shall represent the district in performing all duties required by the CIF league. In making this selection, the Board shall consider the employee's understanding of the district's goals for student learning and interscholastic and extracurricular activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and individual interpersonal communication and leadership skills.~~

**The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.**

~~The Superintendent or designee shall ensure that the district representatives to CIF report regularly to the Board on league, section, and statewide issues, as well as activities and prospective actions related to athletic programs.~~

**The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.**

*(cf. 0500 - Accountability)*

### Student Eligibility

Eligibility requirements for participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement and residency, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

*(cf. 3530 - Risk Management/Insurance)*  
*(cf. 5111.1 - District Residency)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6162.52 - High School Exit Examination)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6173.2 - Education of Children of Military Families)*

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

~~Students shall not be charged a fee to participate in an athletic program.~~

**Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.**

*(cf. 3260 - Fees and Charges)*

### Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Codes of Conduct adopted by CIF.

Students and staff may be subject to disciplinary action for improper conduct.

*(cf. 3515.2 - Disruptions)*  
*(cf. 4118 - Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.1 - Bus Conduct)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))*

### Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a



manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

*(cf. 5131.61 - Drug Testing)*  
*(cf. 5131.63 - Steroids)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 5141.7 - Sun Safety)*  
*(cf. 5143 - Insurance)*

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

*(cf. 5142 - Safety)*

~~In the event that an injury occurs, the coach or other appropriate district employee shall observe universal precautions and shall remove the student athlete from the activity and/or seek medical treatment for the student as appropriate.~~

**In the event of an injury or a perceived imminent risk to a student's health, such as a concussion or passing out, fainting, or other sign of sudden cardiac arrest, during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.**

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*  
*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*  
*(cf. 5141.22 - Infectious Diseases)*

**Whenever an injury is suffered by a student, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.**

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

270-271 Athletes' Bill of Rights

17578 Cleaning and sterilizing of football equipment

17580-17581 Football equipment

32221.5 Required insurance for athletic activities

33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program

33354 California Department of Education authority over interscholastic athletics

35160.5 District policies; rules and regulations  
35179 Interscholastic athletics  
48850 Interscholastic athletics; students in foster care  
48900 Grounds for suspension and expulsion  
48930-48938 Student organizations  
49020-49023 Athletic programs; legislative intent, equal opportunity  
49030-49034 Performance-enhancing substances  
49458 Health examinations, interscholastic athletic program  
49475 Health and safety, concussions and head injuries  
49700-49701 Education of children of military families  
51242 Exemption from physical education for high school students in interscholastic athletic program

PENAL CODE

245.6 Hazing

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs, especially:  
4920-4922 Nondiscrimination in intramural, interscholastic, and club activities  
5531 Supervision of extracurricular activities of students  
5590-5596 Employment of noncertificated coaches

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 34

106.31 Nondiscrimination on the basis of sex in education programs or activities  
106.33 Comparable facilities  
106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 594 F. 3d 1095  
Kahn v. East Side Union High School District, (2004) 31 Cal. 4th 990t  
McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275  
Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CSBA PUBLICATIONS

Student Fees Litigation Update, Education Legal Alliance Advisory, May 20, 2011

A School Board Member's Guide to CIF and Interscholastic Sports, 1997

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Acute Concussion Evaluation (ACE) Care Plan, 2006

Pursuing Victory with Honor, 1999

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION  
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Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear  
Colleague letter, April 20, 2010

WEB SITES

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

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

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources:

<http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment:

<http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

(3/07 11/09) 11/11

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT  
First Reading: August 23, 2017  
Adopted: King City, California

Instruction

Athletic Competition

Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records.

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

When determining whether equivalent opportunities are available to both sexes in athletic programs, the Superintendent or designee shall consider, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the selection of sports and levels of competition offered effectively accommodate the interests and abilities of both sexes

The athletic program shall be considered to effectively accommodate the interests and abilities of both sexes if it meets one of the following criteria: (Education Code 230)

a. The interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.

b. When the members of one sex have been and are underrepresented among interscholastic athletes, the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex.

c. When the members of one sex are currently underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms and practice and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

**Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)**

- 1. The total enrollment of the school, classified by gender**
- 2. The number of students enrolled at the school who participate in competitive athletics, classified by gender**
- 3. The number of boys' and girls' teams, classified by sport and by competition level**

**(cf. 1113 - District and School Web Sites)**

**The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)**

**(cf. 3580 - District Records)**

## **Concussions and Head Injuries**

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

## **Sudden Cardiac Arrest**

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by the CIF, the student and his/her parent/guardian shall, prior to participating in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

### **Additional Parental Notifications**

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

**7. Includes a copy of the local California Interscholastic Federation (CIF) league rules**

**8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, or prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency**

**(cf. 5131.63 - Steroids)**

(3/07 11/11) 2/14

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California



Instruction

**Work-Based Learning**

Work Experience Education

The district's work experience education (WEE) program shall consist of one or more of the following types of unpaid and paid on-the-job experiences: (Education Code 51764; 5 CCR 10071)

1. Exploratory WEE which provides students with a combination of classroom instruction in WEE and unpaid opportunities to observe and sample systematically a variety of conditions of work for the purpose of ascertaining their interest and suitability for the occupation they are exploring

The length of exploratory work experience assignments may vary depending on the aptitude of the student, the occupation being explored, the facilities of the work station, and the job classification. A student may not participate in an exploratory work experience assignment if he/she receives pay for like work at the same work station or similar job outside of the WEE program.

2. General WEE which has as its purpose the application of basic skills of reading, writing, and computation and which enables students to acquire general and specific occupational skills through a combination of supervised paid employment in any occupational field and related classroom instruction in WEE
3. Career technical WEE which reinforces and extends career learning opportunities for students through a combination of related classroom instruction in WEE and supervised paid or unpaid employment in the occupation for which their career technical course in school prepares them

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6178 - Career Technical Education)*

~~The Superintendent or designee shall develop and present to the Governing Board for approval a district plan for WEE in accordance with 5 CCR 10070.~~

~~Employment opportunities may be provided by any public or private employer in areas within or outside the district, either within California or in a contiguous state. (Education Code 51768)~~

The student-teacher ratio in the WEE program shall not exceed 125 students per full-time equivalent certificated teacher-coordinator. (Education Code 46300)

The minimum day for students enrolled in a WEE program shall be four periods totaling at least 180 minutes in duration, unless the school or student meets one of the conditions specified in Education Code 46144 or 46147. (Education Code 46144, 46147)

*(cf. 6112 - School Day)*

*(cf. 6184 - Continuation Education)*

A WEE program offered during the summer shall be conducted in the same time period as the regular summer school program and shall conform to all appropriate laws and regulations applicable to WEE.

*(cf. 6177 - Summer School)*

~~The teacher-coordinator shall make at least two on-site contacts per semester with each work supervisor or at least one on-site contact during summer school to evaluate student performance. (5 CCR 10074)~~

**Each WEE program shall operate under the supervision of a teacher-coordinator. The teacher-coordinator shall make at least two on-site contacts per semester with each work supervisor or at least one on-site contact during summer school to evaluate student performance. (Education Code 51764; 5 CCR 10074)**

~~Participating students shall receive at least the equivalent of one instructional period per week of related classroom instruction or counseling by a certificated employee, in sessions scheduled intermittently throughout the semester. (Education Code 51760.3)~~

~~A student shall be granted up to 40 semester periods of credit for WEE within the following limits: (Education Code 51760.3; 5 CCR 1635)~~

- ~~1. For exploratory WEE, the student may earn 10 semester periods for each semester, with a maximum of 20 semester periods earned in two semesters.~~
- ~~2. For either general or career technical WEE, the student may earn 10 semester periods for each semester, with a maximum of 40 semester periods.~~

~~*(cf. 6146.1 - High School Graduation Requirements)*~~

~~*(cf. 6146.11 - Alternative Credits Toward Graduation)*~~

**Any student who is age 16 years or older and who satisfactorily completes a WEE program with a minimum of one instructional period per week of related classroom instruction or counseling by a certificated employee, in sessions scheduled intermittently throughout the semester, shall be granted up to 40 semester periods of credit for WEE within the following limits: (Education Code 51760.3; 5 CCR 1635)**

1. For exploratory WEE, the student may earn 10 semester periods for each semester, with a maximum of 20 semester periods earned in two semesters.
2. For either general or career technical WEE, the student may earn 10 semester periods for each semester, with a maximum of 40 semester periods.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

~~In order to receive credit for satisfactory completion of a general or career technical WEE program, a student shall be age 16 years or older. However, a student who is under age 16 may be granted credit under any of the following conditions: (Education Code 51760.3)~~

- ~~1. The student is enrolled in grade 11 or higher.~~
- ~~2. The principal certifies that the student needs the program in order to pursue employment opportunities or to encourage the student's continuing enrollment as a full-time student.~~

~~(cf. 5147 - Dropout Prevention)~~

- ~~3. The student is a student with disabilities who has an individualized education program prescribing the type of training for which participation in a WEE program is deemed appropriate.~~

~~(cf. 6159 - Individualized Education Program)~~

Any student who satisfies the above requirements but is under age 16 may be granted credit under any of the following conditions: (Education Code 51760.3)

1. The student is enrolled in grade 11 or higher.
2. The principal certifies that the student is in need of immediate work experience education in order to pursue employment opportunities.
3. The principal certifies that, without being provided an opportunity to enroll in the WEE program, there is a high probability that the student will no longer be enrolled as a full-time student.

(cf. 5147 - Dropout Prevention)

4. The student is age 14 years or older and the principal certifies that such credit is necessary for the student's participation in a career technical education (CTE) program.

**5. The student has an individualized education program (IEP) which prescribes the type of training for which participation in a WEE program is deemed appropriate.**

**(cf. 6159 - Individualized Education Program)**

Cooperative Career Technical Education Program/Community Classrooms

To be eligible for program participation, a student shall be concurrently enrolled in a career technical education (CTE) course or program approved by the California Department of Education and shall meet other criteria specified in 5 CCR 10103 as applicable. (5 CCR 10082, 10103)

~~Teachers assigned to the program shall locate and select training stations to provide participating students with unpaid on-the-job learning experiences in the specific occupation related to the approved course or program. (5 CCR 10086, 10107)~~

~~Related classroom instruction shall be provided in at least one instructional period per week, with a minimum equivalency of three instructional periods, of at least 50 minutes each, per week. (5 CCR 10085, 10106)~~

**At least one instructional period per week of formal CTE classroom instruction shall be provided to participating students. Each CTE instructional period shall be equivalent to a minimum of three regular classroom instructional periods of at least 50 minutes each week. (5 CCR 10085, 10106)**

**Teachers assigned to the program shall locate and select training stations to provide participating students with unpaid on-the-job learning experiences in the specific occupation related to the approved course or program. (5 CCR 10086, 10107)**

**The community classroom teacher shall make at least one visitation every three weeks to consult with the work supervisor, observe students at the training station, provide instruction, and ensure that students are acquiring the competencies identified in their individual training plans. Each visitation shall include an observation of the student engaged in on-the-job training experiences. (5 CCR 10088)**

Students shall be granted academic credit for satisfactory completion of the program. The teacher shall be responsible for evaluating the student's performance in the CTE course and, with the assistance of the employer, the student's participation at the training station. (5 CCR 10081, 10102)

Job Shadowing

The program coordinator shall identify job shadowing placements with the goal of providing students with exposure to a broad range of career options and employment settings.

The program coordinator shall supervise job shadowing activities, including the coordination of the student's and employer's schedules and consultation with the student's other teachers when necessary.

~~Participating students may attend job shadowing opportunities for no less than three hours and no more than 25 hours in one semester, intersession, or summer school session. (Education Code 51769)~~

**Participating students may attend job shadowing opportunities for up to 25 hours but no less than three hours in one semester, intersession, or summer school session. However, a student may be permitted to participate for up to 40 hours in one semester, intersession, or summer school session, if the principal certifies that it is necessary for the student's participation in a CTE program. (Education Code 51769)**

(11/03 3/08) 3/12

Regulation SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

Facilities

General Obligation Bonds

The Governing Board recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued for school facilities.

(cf. 1160 - Political Processes)  
(cf. 7110 - Facilities Master Plan)  
(cf. 7210 - Facilities Financing)

~~The Board shall determine the appropriate amount of the bonds in accordance with law.~~

~~When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)~~

**The Board's decision to order a bond election, as well as its determinations regarding the appropriate amount, timing, and structure of the bond issuance, shall be consistent with law and the district's debt management policy.**

(cf. 3470 - Debt Issuance and Management)

**Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)**

**When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)**

Bonds Requiring 55 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agrees to such an election, the

Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code 15266)

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities
3. The refunding of any outstanding debt issuance used for the purposes specified in items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. ~~A requirement that proceeds from the sale of the bonds be used only for the purposes specified in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses~~

**Certification that proceeds from the sale of the bonds will be used only for the purposes specified in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses**

2. A list of specific school facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. 0440 - District Technology Plan)  
(cf. 0450 - Comprehensive Safety Plan)  
(cf. 6151 - Class Size)

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

**If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)**

(cf. 1220 - Citizen Advisory Committees)

(cf. 9324 - Minutes and Recordings)

The ~~State Administrator~~/Superintendent or designee shall ensure that the annual, independent performance and financial audits required pursuant to items #3-4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight committee at the same time they are submitted to him/her and no later than March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

#### Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

~~The State Administrator/Superintendent or designee shall ensure that the annual, independent performance and financial audits conducted pursuant to items #3 and #4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards. He/she shall submit the audits to the citizens' oversight committee by March 31 of each year. (Education Code 15286)~~



~~Bonds Requiring 66.67 Percent Approval by Local Voters~~

~~Bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)~~

**Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)**

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years
10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by order of the Board and entered into the minutes. (Education Code 15100)

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

If the certificate of election results received by the Board shows that the appropriate majority of the voters are in favor of issuing the bonds, the Board shall record that fact in its minutes. The

Board shall then certify to the county board of supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

#### Resolution Regarding Sale of Bonds

~~Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution to issue the sale of bonds. The resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable, which shall not be more than 25 years from the date of the bonds. (Education Code 15140)~~

**Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)**

**In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.**

~~Prior to the sale of bonds, the Board shall adopt, as an agenda item at a public meeting, another resolution, which includes all of the following items: (Education Code 15146)~~

**Prior to the sale of bonds, the Board shall place an agenda item at a public meeting and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146; Government Code 53508.9)**

1. ~~Express approval of the method of sale (i.e., competitive, negotiated, or hybrid)~~
2. ~~Statement of the reasons for the method of sale selected~~
3. ~~Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected~~
4. ~~Estimates of the costs associated with the bond issuance~~

**Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and**

**other miscellaneous costs and expenses of issuing the bonds**

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), items #1-4 above and the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds shall be included in the resolution to be adopted by the Board. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

**At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)**

After the sale, the Board shall be presented with the actual cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the California Debt and Investment Advisory Commission. (Education Code 15146)

**Bond Anticipation Notes**

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources.

However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose.
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

### Deposit of Bond Proceeds

**With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)**

#### Legal Reference:

##### EDUCATION CODE

~~7054 Use of district property, campaign purposes~~

~~15100-15254 Bonds for school districts and community college districts~~

~~15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000~~

~~17577 Sewers and drains~~

~~47614 Charter school facilities~~

##### ELECTIONS CODE

~~324 General election~~

~~328 Local election~~

~~341 Primary election~~

~~348 Regular election~~

~~356 Special election~~

~~357 Statewide election~~

~~1302 School district election~~

~~15372 Elections official certificate~~

##### GOVERNMENT CODE

~~1090-1099 Prohibitions applicable to specified officers~~

~~1125-1129 Incompatible activities~~

~~8855 California Debt and Investment Advisory Commission~~

~~53506-53509.5 General obligation bonds~~

~~53580-53595.5 Bonds~~

~~54952 Definition of legislative body, Brown Act~~

##### CALIFORNIA CONSTITUTION

~~Article 13A, Section 1 Tax limitation~~

~~Article 16, Section 18 Debt limit~~

**COURT DECISIONS**

~~San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356~~

**ATTORNEY GENERAL OPINIONS**

~~88 Ops. Cal. Atty. Gen. 46 (2005)~~

~~87 Ops. Cal. Atty. Gen. 157 (2004)~~

~~Management Resources:~~

**CSBA PUBLICATIONS**

~~Bond Sales—Questions and Considerations for Districts, Governance Brief, December 2012~~

~~Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011~~

**WEB SITES**

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

~~California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/ediae>~~

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

~~California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>~~

**EDUCATION CODE**

7054 Use of district property, campaign purposes

15100-15254 Bonds for school districts and community college districts

15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000

17577 Sewers and drains

47614 Charter school facilities

**ELECTIONS CODE**

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**15372 Elections official certificate**

**1090-1099 Prohibitions applicable to specified officers**

**1125-1129 Incompatible activities**

**8855 California Debt and Investment Advisory Commission**

**53506-53509.5 General obligation bonds**

**53580-53595.5 Bonds**

**54952 Definition of legislative body, Brown Act**

**CALIFORNIA CONSTITUTION**

**Article 13A, Section 1 Tax limitation**

**Article 16, Section 18 Debt limit**

**CODE OF FEDERAL REGULATIONS, TITLE 17**

**240.10b-5 Prohibition against fraud or deceit**

**240.15c2-12 Municipal securities disclosure**

**COURT DECISIONS**

**San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356**

**ATTORNEY GENERAL OPINIONS**

**99 Ops.Cal.Atty.Gen. 18 (2016)**

**88 Ops.Cal.Atty.Gen. 46 (2005)**

**87 Ops.Cal.Atty.Gen. 157 (2004)**

**Management Resources:**

**CSBA PUBLICATIONS**

**California's Challenge: Adequately Funding Education in the 21st Century, December 2015**

**Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012**

**Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011**

**GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS**

**An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016**

**Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015**

**Investment of Bond Proceeds, Best Practice, September 2014**

**Selecting and Managing Municipal Advisors, Best Practice, February 2014**

**Debt Management Policy, Best Practice, October 2012**

**Analyzing and Issuing Refunding Bonds, Best Practice, February 2011**

**WEB SITES**

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

**California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>**

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

**California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>**

**Government Finance Officers Association: <http://www.gfoa.org>**

**Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): <http://www.emma.msrb.org>**

(3/12 11/12) 12/13

Policy SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, CA

Board Bylaws

BOARD MEMBER ELECTRONIC COMMUNICATION

~~The Governing Board recognizes that electronic communication among Board members and between Board members, district administration, and members of the public is an efficient and convenient way to communicate and expedite the exchange of information and to help keep the community informed about the goals, programs, and achievements of the district and its schools. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agenzized Board meeting.~~

~~(cf. 1100 - Communication with the Public)~~

~~(cf. 6020 - Parent Involvement)~~

~~(cf. 9000 - Role of the Board)~~

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

**The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agenzized Board meeting nor to circumvent the public's right to access records regarding district business.**

**(cf. 1100 - Communication with the Public)**

**(cf. 9000 - Role of the Board)**

**(cf. 9322 - Agenda/Meeting Materials)**

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

*(cf. 9320 - Meetings and Notices)*

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

**In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.**

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the



Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the press shall be forwarded to the designated district spokesperson.

*(cf. 1112 - Media Relations)*  
*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 3320 - Claims and Actions Against the District)*  
*(cf. 9005 - Governance Standards)*  
*(cf. 9121 - Board President)*  
*(cf. 9200 - Limits of Board Member Authority)*  
*(cf. 9270 - Conflict of Interest)*

~~In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.~~

~~*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*  
*(cf. 5125 - Student Records)*  
*(cf. 9011 - Disclosure of Confidential/Privileged Information)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*~~

~~Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.~~

~~Like other writings concerning district business, a Board member's electronic communication may be subject to disclosure under the California Public Records Act.~~

~~*(cf. 1340 - Access to District Records)*~~

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings  
35145 Public meetings  
35145.5 Agenda; public participation; regulations  
35147 Open meeting law exceptions and applications

GOVERNMENT CODE

11135 State programs and activities, discrimination  
54950-54963 The Ralph M. Brown Act, especially:  
54952.2 Meeting, defined  
54953 Meetings to be open and public; attendance  
54954.2 Agenda posting requirements, board actions

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2006

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007

WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>"><http://www.csba.org>">

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

## **EDUCATION CODE**

**35140 Time and place of meetings**

**35145 Public meetings**

**35145.5 Agenda; public participation; regulations**

**35147 Open meeting law exceptions and applications**

## **GOVERNMENT CODE**

**6250-6270 California Public Records Act**

**11135 State programs and activities, discrimination**

**54950-54963 The Ralph M. Brown Act, especially:**

**54952.2 Meeting, defined**

**54953 Meetings to be open and public; attendance**

**54954.2 Agenda posting requirements, board actions**

## **COURT DECISIONS**

**City of San Jose v. Superior Court (2017) 2 Cal.5th 608**

**Management Resources:**

## **CSBA PUBLICATIONS**

**Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017**

**The Brown Act: School Boards and Open Meeting Laws, rev. 2014**

## **ATTORNEY GENERAL PUBLICATIONS**

**The Brown Act: Open Meetings for Legislative Bodies, 2003**

**WEB SITES**

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

**CSBA, Agenda**

**Online: <http://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx>**

**California Attorney General's Office: <http://oag.ca.gov>**

Bylaw

SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

First Reading: August 23, 2017

Adopted:

King City, California

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

**SUBJECT:** Approval of Resolution 03:17/18 Designation of  
Authorized Agent to Sign School Orders

**MEETING:** August 23, 2017

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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**GOVERNING BOARD**

Board Goals:

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

Summary:

With the addition of Jonathan Sison, Ed.D. to the district as the Director of Educational Services the district is required to update their authorized listing of district staff to sign any orders or funds in the name of the district.

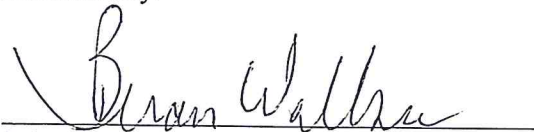
Recommendation:

It is recommended that the Board of Education approve Resolution 03:17/18 Designation of Authorized Agent to Sign School Orders.

Fiscal Impact:

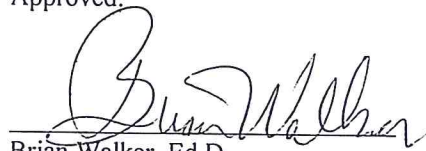
None.

Submitted By:



Brian Walker, Ed.D.  
Superintendent

Approved:



Brian Walker, Ed.D.  
Superintendent

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

**RESOLUTION NO. 03:17/18**

**Designation of Authorized Agent to Sign School Orders**

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

ON APPROVAL BY

Superintendent Brian Walker, Ed.D., effective July 1, 2017.

IT IS RESOLVED AND ORDERED by the Superintendent that, pursuant to provisions of Education Code Section 42632 or 85232.

Brian Walker  
Claudia Arellano  
Sherrie Castellanos  
Shirley Laws  
Jonathan Sison

Be authorized and are hereby empowered to sign any and all orders in the name of said district, drawn on the funds of said district.

IT IS FURTHER RESOLVED that this approval shall stand and that all additions and deletions shall be submitted in writing to the County Office of Education.

PASSED AND ADOPTED by Superintendent, Brian Walker, Ed.D.

I, Brian Walker, Ed.D., Superintendent, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Brian Walker, Ed.D., Superintendent

\_\_\_\_\_  
Date

Signature of Authorized person(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brian Walker  
Claudia Arellano  
Sherrie Castellanos  
Shirley Laws  
Jonathan Sison

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

**SUBJECT:** Approval to Agreement and Consent to Joint Representation with Lozano Smith

**MEETING:** August 23, 2017

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

---

**GOVERNING BOARD**

Board Goals:

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

Summary:

The City of Greenfield has received a grant for an SRO. Lozano Smith has been asked to represent both the SMCJUHSD and the City of Greenfield in compiling the contract. They want to make sure both parties are aware that there is potential for a conflict of interest in the firm's joint representation. In cases of multiple client representation, there is a risk of divided or at least shared attorney-client loyalties. Lozano Smith is required to bring this matter to the attention of the parties to obtain written consent from each party to their joint representation of all in this matter.

By signing the attached document, we are indicating we have been informed in writing by Lozano Smith of the dual representation and the potential for a conflict of interest in the firm's representation.

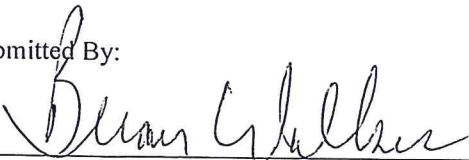
Recommendation:

It is recommended the Board of Education approve the agreement and consent to joint representation with Lozano Smith.

Fiscal Impact:

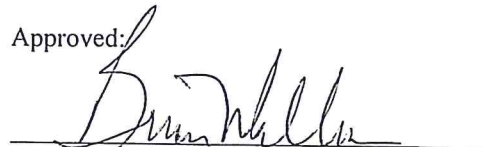
Unknown at this time.

Submitted By:



Brian Walker, Ed.D.  
Superintendent

Approved:



Brian Walker, Ed.D.  
Superintendent

Louis T. Lozano  
Attorney at Law

E-mail: llozano@lozanosmith.com

Travis E. Cochran  
Attorney at Law

E-mail: tcochran@lozanosmith.com

August 9, 2017

**PRIVILEGED & CONFIDENTIAL  
ATTORNEY CLIENT COMMUNICATION**

Brian Walker, Superintendent  
South Monterey County Joint Union High School District  
800 Broadway St.  
King City, CA 93930

Jaime Fontes, City Manager  
City of Greenfield  
599 El Camino Real  
Greenfield, CA 93927

Re: Joint Representation and Waiver of Potential Conflict of Interest

Dear Mr. Walker and Mr. Fontes:

You have asked us to represent you jointly in preparation of an agreement for a School Resource Officer at Greenfield High School. As legal counsel for each entity, we are most happy to be of assistance in facilitating this objective.

We need to make you aware that there is potential for a conflict of interest in our firm's joint representation of the South Monterey County Joint Union High School District ("District") and the City of Greenfield ("City"). In cases of multiple client representation, there is a risk of divided or at least shared attorney-client loyalties. Although we are not currently aware of any actual adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which our representation of one of you may be materially limited by our representation of the other, and vice versa. If a dispute arises between the two agencies concerning the matter, the attorney-client privilege generally will not protect communications that have taken place between one of the agencies and attorneys in our firm from disclosure to the other agency.

Again, we do not believe that our representation currently involves any actual conflict of interest, and both parties have indicated to us their understanding of the benefits of joint representation. However, because your individual interests could become inconsistent, we are required by California Rules of Professional Conduct 3-310 to bring this matter to your attention and to obtain the written consent of each party to our joint representation of all in this matter. A copy of

*Limited Liability Partnership*

Rule 3-310 is enclosed for your reference. We further believe that each party should be given the opportunity to seek outside counsel to review the proposed joint representation should they choose to do so.

If we are required to withdraw from representation, each of you are entitled to client files and property. (Rule 3-700.) To the extent there is only one original document, we propose providing that the other party accept a copy.

We have a duty to maintain client confidences and secrets. (Business and Professions Code, section 6068, subd. (e).) At the same time, we have a duty of disclosure to keep clients reasonably informed of significant developments. (Business and Professions Code, section 6068, subd. (m); Rule 3-500.) Further, if there are civil proceedings, neither entity may claim attorney-client privilege as to a communication made in the course of this relationship. (Evidence Code, section 962.) Therefore, in consenting to our representation, you are allowing confidential information relating to this matter to be shared with the other entity.

We request that each of you signify your informed written consent to our representation of both of you in this matter by signing and dating Exhibit A, retaining one copy for your files and forwarding the executed copy to our office. We further request each of you to provide written consent that our legal fees for this assignment are to be billed to and paid one-half each by the District and the City. Information relating to our representation with each agency shall remain protected except as otherwise described in this letter.

At the next District Board meeting and City Council meeting, respectively, each can ratify consent. While we hope that both agencies will recognize these requirements as the technical requirements they are, and recognize our efforts to fairly reflect the intent of both parties, should either of you have any questions or concerns, please do not hesitate to contact us or seek the advice of outside legal counsel of your choice.

Thank you.

Sincerely,

LOZANO SMITH



Louis T. Lozano  
Travis E. Cochran

Enclosures: (1) Rule 3-310 of the California Rules of Professional Conduct  
(2) Consent Agreement



**AGREEMENT AND CONSENT TO JOINT REPRESENTATION**

The undersigned hereby agree to the basic terms of Lozano Smith's joint representation as described above and, with full knowledge of Rules of Professional Conduct 3.310, hereby consent to Lozano Smith's joint representation of the South Monterey County Joint Union High School District and the City of Greenfield in this matter, notwithstanding the potential conflicts described above. The undersigned further agree that if Lozano Smith is required to withdraw, and the undersigned become entitled to client files and property per Rule 3-700, subdivision (d), where there is only one original document, the City of Greenfield will be provided with the original client files and property, and the South Monterey County Joint Union High School District will accept a copy. We confirm that the legal fees for the assignment described above are to be billed to and paid one-half each by the City of Greenfield and the South Monterey County Joint Union High School District. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A facsimile copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement and consent to such joint representation.

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

By: \_\_\_\_\_  
Brian Walker, Superintendent

Dated: \_\_\_\_\_

**CITY OF GREENFIELD**

By: \_\_\_\_\_  
Jaime Fontes, City Manager

Dated: \_\_\_\_\_

**Rule 3-310 Avoiding the Representation of Adverse Interests**

(A) For purposes of this rule:

(1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;

(2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;

(3) "Written" means any writing as defined in Evidence Code section 250.

(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

(2) The member knows or reasonably should know that:

(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

(b) the previous relationship would substantially affect the member's representation; or

(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

(C) A member shall not, without the informed written consent of each client:

(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(E) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

(F) A member shall not accept compensation for representing a client from one other than the client unless:

(1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and

(2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and

(3) The member obtains the client's informed written consent, provided that no disclosure or consent is required if:

(a) such nondisclosure is otherwise authorized by law; or

(b) the member is rendering legal services on behalf of any public agency which provides legal services to other public agencies or the public.

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

**SUBJECT:** Approval of Operations Secretary job description

**MEETING:** August 23, 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
- Develop/Sustain Fiscal Solvency
- Ensure that Facilities are Safe for Staff and Students
- Ensure compliance with Education/Other Codes/Updating Board Policies and Administrative Regulations

Summary:

The district has recently gone through a reorganization in the area of Maintenance, Operations, Transportation, Facilities and Food Services requiring greater administrative support in the department. For this reason, the district has created a 12-month, 8-hour Operations Secretary position which replaces the previous part-time MOTF Clerk position.

The job description attached outlines the essential functions of the new position and accurately represents the needs, qualifications and skills needed to succeed in the assignment.


Recommendation:

It is recommended that the Board of Education approve the Operations Secretary job description as presented.


Fiscal Impact:

Original savings generated by the previous merge of departments \$54,745, less \$9,193 cost of higher skilled secretary, therefore \$45,552 remains in savings.

Submitted By:

  
\_\_\_\_\_  
Claudia Arellano  
Director of Human Resources

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

# SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

## OPERATIONS SECRETARY

### BASIC JOB FUNCTIONS:

Under the direction of the Operations Supervisor, performs highly complex and specialized secretarial and clerical functions, including but not limited to reception, transcription of documents and administrative support for project management, technical reporting, standards development and systems administration practices. The Operations Secretary may provide assistance in a wide range of district operations-based projects including planning, organizing and implementing protocols and processes for transportation, maintenance, facilities and food service management. The Operations Secretary assists in maintaining document filing and retrieval systems and record-keeping. The Operations Secretary provides support and communicates information to staff, community members, governmental and/or other agencies, and works effectively to establish and maintain a positive and effective relationship with the school district community.

**DISTINGUISHING CHARACTERISTICS, IF APPLICABLE:** Individuals in this job classification perform a wide variety of database entry, maintenance, and organizational tasks; are responsible for a major functional area within the school district including administrative support, business and community partnerships, legal, personnel, business and instructional support functions. Ability to maintain confidentiality of student-specific and/or employee specific information is required.

### ESSENTIAL JOB FUNCTIONS

- Performs administrative support that involves applying a working understanding of the functions and procedures of the department as well as a basic understanding of the functions and procedures of other organizational units.
- Provides customer services assistance, greets visitors, students, parents and the public; receives incoming telephone calls and directs them to the appropriate staff member; provides information regarding district policies and procedures, bus schedules, and other routine inquiries.
- Coordinates and performs the administrative aspects of projects and events, integrating them with ongoing work routines.
- Maintains driving records of volunteer drivers and coaching staff and informs site administrators of individuals cleared to transport students
- Assists in the processing of complaints and works with the Operations Supervisor to initiate corrective actions to improve customer relations
- Assists in the coordination, scheduling and dispatching bus drivers to optimize use of equipment and human resources for the purpose of meeting district emergency and routine transportation requirements
- Prepares and retains dispatch and vehicle operations records and reports; checks trip and dispatch logs for conformance with schedules
- Maintains a variety of manual and electronic documents, files and/or records for the purpose of documenting activities, providing reliable information, and complying with district, state and federal requirements.
- Assists with the maintenance of various transportation boards
- Maintains fuel records and invoices for usage
- Receives large shipments and ensure that they are correct.
- Responsible for the delivery of incoming supplies and equipment to purchase specifications, reports damages, shortages or discrepancies as needed; tags, stamps and records supplies and equipment to proper inventory systems
- Assists with fixed assets physical inventory and updates fixed assets database
- Manages the processing of packing slips and receipts so that timely payments can be made to vendors
- Drafts, edits and process records for a variety of meetings; researches and compiles data and related reports; prepares complex reports
- Organizes, coordinates and communicates information to school and district staff, parents, students and/or community members.
- Prepares, assembles, maintains and updates schedules, lists, manuals, directories and handbooks for distribution and use by others
- Tracks employees' absences at the department level, arranges for classified substitutes as necessary and maintains corresponding records and reports.
- Assists in the development and monitoring of the department's budget.
- Prepares and processes invoices, purchase requisitions, expense claims and payroll timesheets and verifies proper budget category
- Keeps supervisor informed of problems, potential problems, emergencies and/or conflicts on a wide variety of department operations.
- Processes initial workers compensation claims and maintains records necessary to comply with laws/regulations regarding data/incident reporting.
- Organizes, directs, trains and expedites the flow of work through the department.
- Organizes the district storage area of the warehouse and maintains timelines for destruction of records as found in the State Retention Manual
- Responsible for the delivery of and proper postage of outgoing mail and upkeep of postage machine
- Responds to inquiries and conveys information about programs and services provided by the department and district. Interprets and conveys policies, regulations, and procedures, referring difficult or sensitive matters to the appropriate administrator; responds to requests for information of a specialized or confidential nature requiring the use of discretion and good judgment
- Reviews and prepares forms and documents for data-entry purposes; enters and updates information into data forms or data information systems according to standard formats; receives, records, and checks data for accuracy and completeness
- Maintains the work order and facility request system, including scheduling of jobs, cost management and journaling expenditures to appropriate accounting areas
- Maintains confidentiality of privileged information regarding students, parents, staff and others
- Performs other related duties as assigned

# SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

## OPERATIONS SECRETARY

### KNOWLEDGE, SKILLS AND ABILITIES

- In-depth knowledge of office practices, procedures and equipment, including filing systems & principles of office & time management.
- In-depth knowledge of business mathematics skills associated with accounting, budget, payroll processing and record-keeping.
- Ability to learn and apply knowledge of district operations in food service, transportation, maintenance and facilities
- Ability to learn and apply collective bargaining agreements between the district and employee representative units.
- Ability to learn and apply laws, regulations, policies and procedures governing school operations and services.
- Well-developed skills using the English language, grammar, spelling punctuation and proofreading/editing necessary to prepare professional correspondence, documents and publications.
- Ability to operate various office machines, including calculators, copy machine, fax and computers
- Ability to show a high level of care and thoroughness in handling the details of the job
- Maintain composure in the face of high workload, competing or conflicting demands, ambiguous assignments, interruptions and distractions
- Maintain consistent, punctual and regular attendance
- Requires sufficient human relations skills to work with diverse populations presenting a positive image of the school, conveying technical information to others and using patience when dealing with difficult individuals or in difficult situations.
- Ability to use appropriate software programs, including but not limited to word-processing, spreadsheets and database applications; read, understand, apply and explain technical policies and materials.
- Ability to prioritize multiple tasks and projects; perform a wide variety of complex office work involving independent judgment; follow oral and written directions.
- Ability to establish and maintain harmonious staff and public relations; work cooperatively and communicate effectively with staff, parents, students and the public; work efficiently as a team member; coordinator with other staff using leadership and judgment.
- Ability to maintain confidentiality of private and sensitive information.

### PHYSICAL DEMANDS / WORKING CONDITIONS:

- **Physical Demands:** While performing essential functions and responsibilities of this job, the employee is regularly required to sit for extended periods; walk, sit, push, lift, bend, reach, climb; speak and hear effectively. Requires the ability to use near vision to read printed materials. Requires manual and finger dexterity to write, use a keyboard to operate a computer and other standardized office equipment requiring repetitive motions. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions. Occasional lifting of at least 40 pounds.

**Working Conditions:** Work is performed primarily indoors in an office environment, engaged in work of a primarily sedentary nature; occasionally works outdoors in a variety of weather conditions.

### EDUCATION AND EXPERIENCE:

- Requires high school diploma/equivalent, supplemented by training/experience to demonstrate knowledge and abilities listed above.
- Relevant post-secondary training and office management experience supplemented by demonstrated oral and written communications skills; demonstrate organizational ability; demonstrated expertise in technology.
- If applicable, college-level course work may substitute for/be deemed equivalent of some experience.
- Bilingual, English-Spanish highly desirable

### LICENSES AND OTHER REQUIREMENTS:

Prospective and current employees are expected to possess and maintain the following:

- Current First Aid and CPR certificates issued by the Red Cross
- Current Driver's License issues by the California Department of Motor Vehicles (DMV)

### CONDITIONS OF EMPLOYMENT:

Upon an offer of employment, prospective employees shall meet the following requirements as a condition of employment:

- Department of Justice fingerprint clearance processed by the District or District-approved agency
- TB (Tuberculosis) clearance
- Evidence of all conditions listed under Licenses, Certificates and Clearances have been met
- File the oath or affirmation of allegiance required by Government Code Sections 3100-3109

**SALARY RANGE:** 16

**WORK YEAR:** 12 months

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

**SUBJECT:** Approval for reclassification and destruction of records      **MEETING:** August 23, 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
- \_\_\_\_\_ 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 list of documents is considered to be Class 1, or permanent records. The Board must authorize reclassification before records can be submitted for final destruction.

- Inactive Personnel records predated June 30, 2001
- Inactive Payroll records predated June 30, 2001
- Inactive Sick leave records predated June 30, 2001

Recommendation:

It is recommended that the Board of Education approve the reclassification and destruction of records as presented.


Fiscal Impact:

N/A

Submitted By:

  
\_\_\_\_\_  
Claudia Arellano  
Director of Human Resources

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

# SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT

800 Broadway Street, King City, CA 93930 • P. 831-385-0606 • F. 831-385-0695

August 23, 2017

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

Board Members:

The list below of documents is considered to be Class 1, or permanent records. These records have been scanned in electronic format and can now be reclassified as Class 3. These records have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations.

There is no further need to retain these records for use in the district. The superintendent hereby requests permission to reclassify the documents identified below as Class 3 subsequent to submitting them for destruction.

- Inactive Personnel records predated June 30, 2001
- Inactive Payroll records predated June 30, 2001
- Inactive Sick leave records predated June 30, 2001

\_\_\_\_\_  
Records Officer

Governing Board Disposition

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

Disposition:

\_\_\_\_\_  
(Signature) Governing Board

**Greenfield High School**  
225 S. El Camino Real  
Greenfield, CA 93927  
P. 831-674-2751

**King City High School**  
720 Broadway Street  
King City, CA 93930  
P. 831-385-5461

**Portola-Butler Continuation High School**  
760 Broadway Street  
King City, CA 93930  
P. 831-385-4661



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

**SUBJECT:** Revision to the Chief Human Resources Capital Officer  
Job Title to Chief Human Resources Officer

**MEETING:** August 23, 2017

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

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

Summary:

Previously the District re-classified the position of Sr. Director of Human Resources to Chief Human Resources Capital Officer. The title is being changed to Chief Human Resources Officer.

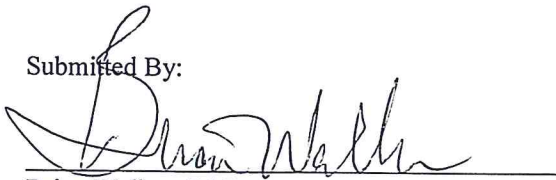
Recommendation:

It is recommended that the Board of Education approve the change of title to Chief Human Resources Officer.

Fiscal Impact:

N/A

Submitted By:



Brian Walker, Ed.D.  
Superintendent

Approved:



Brian Walker, Ed.D.  
Superintendent

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

**SUBJECT:** Approval of 2017/18 Consolidated Application for  
Categorical Funding

**MEETING:** August 23, 2017

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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**GOVERNING BOARD**

Board Goals:

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

Summary:

The District is requesting approval of the Annual Consolidated Application for the 2017/18 categorical programs. This approval is required annually.

Recommendation:

Approval of 2017/18 Consolidated Application.


Fiscal Impact:

None

Submitted By:

  
\_\_\_\_\_  
Sherrie S. Castellanos  
Chief Business Official

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent

**2017-18 Certification of Assurances**

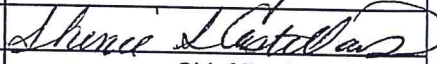
Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpaull@cde.ca.gov](mailto:jpaull@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form is on file.

Authorized Representative's Full Name	Sherrie S. Castellanos
Authorized Representative's Signature	
Authorized Representative's Title	Chief Business Official
Authorized Representative Signature Date	06/30/2017

**\*\*\*Warning\*\*\***

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**2017-18 Protected Prayer Certification**

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Sherrie S. Castellanos
Authorized Representative Title	Chief Business Official
Authorized Representative Signature Date	06/30/2017
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2017-18 Application for Funding**

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/23/2017
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**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Diana Jimenez
DELAC review date	08/01/2017
Meeting minutes web address  Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	<a href="http://www2.smcjuhsd.org/apps/pages/index.jsp?uREC_ID=272849&amp;type=d&amp;pREC_ID=681587">http://www2.smcjuhsd.org/apps/pages/index.jsp?uREC_ID=272849&amp;type=d&amp;pREC_ID=681587</a>
DELAC comment  If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title III Part A English Learner</b>	Yes

**\*\*\*Warning\*\*\***

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2017-18 Application for Funding

CDE Program Contact:

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESEA Sec. 3102 SACS 4203	
<b>Title V, Part B Subpart 2 Rural and Low-Income Grant</b> ESSA Sec. 5221 SACS 4126 CAUTION: The release of Title V funds for direct-funded charter schools (DFCs) is contingent upon resolving a technical issue of DFC reporting between the CDE and the ED.	Yes

\*\*\*Warning\*\*\*

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**2017-18 Title III, Part A English Learner Student Program Subgrant Budget**

The purpose of this report is to provide a proposed budget for 2017-18 English learner (EL) student program subgrant funds only per the Title III, Part A, English Learner Students Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Note: If the estimated entitlement amount does not meet the minimum \$10,000 program eligibility criteria for direct funding status, further action may be required. To receive instructions regarding the consortium application process, please contact Patty Stevens by phone at 916-323-5838 or by e-mail at [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov).

Estimated English learner per student allocation	\$93.37
Estimated English learner student count	371
Estimated English learner entitlement amount	\$34,640

**Budget**

Professional development activities	\$8,960
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$25,000
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$680
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$0
Total allocation budget	\$34,640

**\*\*\*Warning\*\*\***

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**2017-18 Title III, Part A Immigrant Student Program Subgrant Budget**

The purpose of this report is to provide a proposed budget for 2017-18 Immigrant Student Program Subgrant funds only per the Title III, Part A, Immigrant Student Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Note: Only LEAs that have 21 or more eligible immigrant students, and that have experienced a significant increase of two percent or greater growth in eligible immigrant student enrollment in the current year compared with the average of the two preceding fiscal years are eligible for Title III, Part A Immigrant Student Program Subgrant funds. Use your Immigration student count that was provided to the California Longitudinal Pupil Achievement Data System on census day of October 5, 2016.

Estimated Immigrant per student allocation	\$80.77
Estimated Immigrant student count	70
Estimated Immigrant entitlement amount	\$5,654

**Budget**

Authorized activities	\$5,543
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$111
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$0
Total allocation budget	\$5,654

**\*\*\*Warning\*\*\***

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**2017-18 Substitute System for Time Accounting**

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2017-18 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

**\*\*\*Warning\*\*\***

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**California Department of Education**

South Monterey County Joint Union High (27 66068 0000000)

**Consolidated Application**

Status: Certified  
Saved by: Sherrie Castellanos  
Date: 6/30/2017 5:25 PM

**2017-18 Nonprofit Private School Consultation**

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

**CDE Program Contact:**

Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

**Note:**

The LEA of residence is responsible for providing Title I, Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a nonprofit private school. This includes students who attend nonprofit private schools outside the LEA's boundaries

**Results of Consultation Allowable Values**

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s) No

The LEA is electing to add nonprofit private schools outside of the district's attendance area.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Results of Consultation	School Added

**\*\*\*Warning\*\*\***

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Report Date:7/3/2017

1907

**California Department of Education**

South Monterey County Joint Union High (27 66068 0000000)

**Consolidated Application**

Status: None

Date: None

**2017-18 Other ESEA Nonprofit Private School Participation**

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

**CDE Program Contact:**

Anie Wilson, Educator Excellence Office, [awilson@cde.ca.gov](mailto:awilson@cde.ca.gov), 916-445-5669  
Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838

**Title II, Part A Supporting Effective Instruction**

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

**Title III, Part A Immigrant and English Learner Student Subgrant Program**

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A English Learner Participation	School Added

**\*\*\*Warning\*\*\***

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Report Date:7/3/2017

R02

California Department of Education  
 South Monterey County Joint Union High (27 66068 0000000)

Consolidated Application

Status: None  
 Date: None

**2017-18 Title I, Part A Nonprofit Private School Participation**

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

**CDE Program Contact:**

Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948  
 Rina DeRose, Title I Policy and Program Guidance Office, [RDeroser@cde.ca.gov](mailto:RDeroser@cde.ca.gov), 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

School Name	School Code	Enrollment	Participating	Low Income Student Count	Direct Services	Contract Services	School Added

**\*\*\*Warning\*\*\***

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Report Date:7/3/2017

RC7

Page 1 of 1

**California Department of Education**

South Monterey County Joint Union High (27 66068 0000000)

**Consolidated Application**

Status: Certified  
 Saved by: Sherrie Castellanos  
 Date: 6/30/2017 3:46 PM

**2017-18 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

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

**Allowable Exception Reasons**

- a - Meets 35% Low Income Requirement
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In
- k - Funded with EIA/SCE

Low income measure FRPM  
 Group Schools by Grade Span No  
 District-wide Low Income % 71.26%  
 Grade Span 1 Low Income % 0.00%  
 Grade Span 2 Low Income % 0.00%  
 Grade Span 3 Low Income % 71.26%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Portola-Butler Continuation High	2730083	3	61	48	78.69	Y	Y	1	Y	
King City High	2732170	3	1034	769	74.37	Y	N	2	Y	
Greenfield High	2730174	3	1157	815	70.44	Y	N	3	Y	

**\*\*\*Warning\*\*\***

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Report Date:7/3/2017

R09

California Department of Education

South Monterey County Joint Union High (27 66068 0000000)

Consolidated Application

Status: Certified

Saved by: Sherrie Castellanos

Date: 6/30/2017 3:46 PM

2017-18 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Pinnacle Academy Charter - Independent Study	0134254	3	62	17	27.42	N	N	4	N	

\*\*\*Warning\*\*\*

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Report Date:7/3/2017

ROG

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

**SUBJECT:** Approval of Employment of Doreen Dominguez,  
Octavio Vargas and Daniel Morales on a Variable Term  
Waiver for the 2017-2018 school year.

**MEETING:** August 23, 2017

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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Board Goals:

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

Summary:

The Variable Term Waiver is a document issued by the California Commission on Teacher Credentialing (CCTC) for employees who meet the waiver criteria when a fully credentialed individual is not available to render services in the assignments identified. It allows the district to fill positions while allowing the employees additional time to complete credential requirements. CCTC does require Board approval for the waivers.

After conducting a diligent search the district has identified the individuals listed below as the most qualified applicants for the different positions. These individuals will be provided support and mentoring by district personnel in their respective subject areas.

Dominguez, Doreen – Speech and Language Pathologist (SLP), major in Communications Sciences and Disorders pursuing a certification in SLP.

Vargas, Octavio – English Teacher at Greenfield High School, enrolled in CalState Teach program.

Morales, Daniel – Physical Education Teacher at King City High School, enrolled in credential program at National University.

Recommendation:

It is recommended that the Board of Education approve the employment of the employees listed above on the basis of a Variable Term Waiver for the 2017-2018 school year.


Fiscal Impact: N/A

Submitted By:



Claudia Arellano  
Director of Human Resources

Approved:



Brian Walker, Ed.D.  
Superintendent

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

**SUBJECT:** Approval to Nominate CSBA Director-at-Large  
African American, American Indian, and County

**MEETING:** August 23, 2017

**AGENDA SECTION:**

**ACTION**

**INFORMATION**

**ACTION/CONSENT**

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**GOVERNING BOARD**

Board Goals:

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

Summary:

CSBA is giving districts the opportunity to nominate a CSBA Director-at-Large African American, American Indian, and County member, this position for a two-year term. The nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The nominees must be submitted by September 29, 2017.

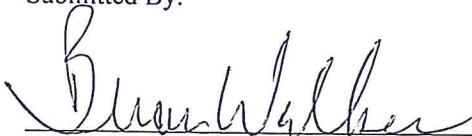
Recommendation:

The recommendation is being made if the Board of Education is interested in submitting a name to complete the attached application nomination form.

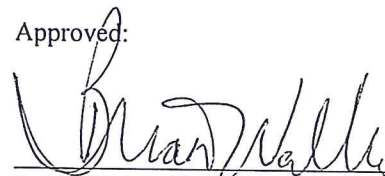
Fiscal Impact:

None

Submitted By:

  
\_\_\_\_\_  
Brian Walker, Ed. D.  
Superintendent

Approved:

  
\_\_\_\_\_  
Brian Walker, Ed.D.  
Superintendent





**TIME SENSITIVE, REQUIRES BOARD ACTION**  
**DEADLINE Friday, September 29, 2017**  
Please deliver to all members of the governing board.

July 31, 2017

## MEMORANDUM

**TO:** All Board Presidents and Superintendents  
CSBA Member Districts and County Offices of Education  
**FROM:** Susan M. Henry, President  
**SUBJECT:** Call for Nominations for Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted until **Friday, September 29**. The nomination form and all information related to the election process are available online, please visit [www.csba.org](http://www.csba.org).

The elections will take place at CSBA's Delegate Assembly meeting held at the Marriott Marquis San Diego Marina on Wednesday, November 29 and Thursday, November 30. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on Saturday, December 2.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. **(Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)**

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form is due to CSBA no later than *Friday, September 29* (U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org)). *Nominating boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Susan Henry is due to CSBA no later than *Friday, October 6* (U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org)). The letter may be from of the following entities:
  - 1) A CSBA member district or county office of education (COE) board - *if signed by the Superintendent, it must state in the letter "on behalf of the board."*
  - 2) An individual board member from a CSBA member district or COE
  - 3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than *Friday, October 6* (U.S. Postal Service postmark or email [nominations@csba.org](mailto:nominations@csba.org)). An optional, one-page résumé may also be submitted and is due by Friday, October 6.

The completed candidate form and two letters of recommendation will be published in the Delegate Assembly meeting agenda packet exactly as submitted.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. Thank you.



# 2017 Directors-at-Large, African American, American Indian, and County Nomination Form

*(Please submit a separate nomination form for each Director position and each nominee.)*

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. **(\*Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)** The U.S. Postal Service postmark or email deadline for the nomination form is Friday, September 29, 2017.

Two letters of recommendation are required to be submitted by Friday, October 6, 2017.

The governing board of the \_\_\_\_\_ School District or County Office

Board of Education voted to nominate \_\_\_\_\_  
*(Nominee name)*

as a candidate for the following Director-at-Large position: *(please indicate below)*

- Director-at-Large, African American
- Director-at-Large, American Indian
- Director-at-Large, \*County

The nominee is a member of the \_\_\_\_\_

School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and has given permission to be nominated.

\_\_\_\_\_  
*Signature of the Board Clerk or Board Secretary* *Date*

By US Postal Service, please submit your **nomination form to:**  
Susan Henry, President  
California School Boards Association  
3251 Beacon Blvd. | West Sacramento, CA 95691

Or you may Email: [nominations@csba.org](mailto:nominations@csba.org)