# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Board Meeting Agenda <br> Tuesday, February 12, 2019 

| Time: | 6:30 PM. - Closed Session |
| :--- | :--- |
| Location: | Shandon High School-Library |

All persons desiring to address the Board at anytime tonight should complete a "Request to Address the Boord of Trustees" card located at the entrance to the board room and provide it to the Board Recording Secretary prior to the start of the meetinq.

Per Government Code 54953.5, this Open Session Meeting of the Board may be recorded with an audio or video recorder, which recording shall be subject to inspection pursuant to the California Public Records Act, at the SJUSD District Office. This recording may be erased or destroyed after 30 days of the recording.

### 1.0 OPEN SESSION

1.1 Call to Order and Roll Call

Marlene Thomason, President
Kate Twisselman, Clerk
Nataly Ramirez
Jennifer Moe
Robert Van Parlet
1.2 Public Comment Limited to Closed Session Items

The opportunity is provided to allow the public to comment for a period of up to three (3) minutes prior to the Board's consideration of any closed session agenda item. An additional opportunity is provided later in the agenda for comment on open session agenda items or items not on the agenda. [G.C.§ 54954.3]
2.0 CLOSED SESSION
2.1 Conference with Labor Negotiators (G.C. 54957.6)- Negotiator: Kristina Benson Organization: STA/CTA/NEA, CSEA, and Management /Confidential Employees Unrepresented
2.2 Review and Possible Action on Appointment, Employment, Discipline, Resignation and Dismissal of District Employee(s) Pursuant to Government Codes 54957, Public Employment
2.3 Superintendent's Evaluation
2.4 Student Discipline
3.0 RECONVENE SESSION / PLEDGE OF ALLEGIANCE TO THE FLAG
4.0 REPORT ON ACTION FROM CLOSED SESSION
5.0 ADOPTION OF AGENDA

### 6.0 PUBLIC COMMENT

6.1 PUBLIC COMMENT

Comments from the public are limited to items both within the Board's jurisdiction, as well as not on the agenda. The Board may limit public comments to not more than three (3) minutes per person or a total of 20 minutes per topic at the discretion of the Board President. Public comment will also be allowed on each specific agenda item prior to Board action thereon. [G.C. §54954.2, .EC. § 35145.5, BB 9323
7.0 REPORTS FROM SCHOOL RELATED GROUPS (oral)
7.1 Student Body Reports
7.2 Staff Reports
7.3 Bargaining Representative Reports
7.4 Dale Scott Presentation
7.5 Board Report

Page $\mathbf{1}$ of $\mathbf{3}$

### 8.0 APPROVAL OF CONSENT AGENDA

(Unless the Board pulls an item for separate action, the items listed below are approved without discussion.)
8.1 Approval of the Minutes of January 15, 2018
8.2 Approval of Warrants and Payroll
8.3 Approval of Budget Report
8.4 Approval of Student Body Funds Report
8.5 Approval of Personnel Action Report
8.6 Approval of the Quarterly Interest Accrued Funds

### 9.0 CURRICULUM AND INSTRUCTION

## 9.1 <br> Approval of AB 1868 Pupil Instruction: Sexual Health Education: Sexually Suggestive or Sexually Explicit Materials

### 10.0 ACTION ITEMS

10.1
10.2
10.3
10.4
10.5
10.6
10.7
10.8
10.9
10.11
10.11
10.12
10.13
10.14
10.15
10.16
10.17 Approval of First Reading of BB 9320 Meetings and Notices
10.18 Approval of County of Monterey Standard Lease Agreement for Parkfield Library
10.19 Approval of Agreement for Library Services between SJUSD and SLOCOE
10.20 Approval of Interdistrict Transfer Student 2018-19-26

### 11.0 INFORMATION/DISCUSSION ITEMS

| 11.1 | Measure K Bond Update |
| :--- | :--- |
| 11.2 | Governor's Proposed State Budget |
| 11.3 | Asbestos Report |
| 11.4 | SJUSD Enrollment |
| 11.5 | SHS Quarterly Assessment Data |
| 11.6 | District Calendar of Events |
| 11.7 | Installation of Traffic Control Devices in School Zones |
| 11.8 | SHS Upcoming School Year Registration |

11.9 IT Report
11.10 Special Education Report
11.11 Low-Performing Students Block Grant
11.12 Shandon Elementary School Report
11.13 Superintendent's Report

- Friday Update Bullets
- Superintendent's Symposium
- Superintendent's Academy


### 12.0 FUTURE AGENDA ITEM REQUESTS

### 13.0 ANNOUNCEMENTS

The next regular meeting of the Board of Trustees is scheduled for March 5, 2019 at Shandon High School Library, Closed Session at 6:30 PM, Open/Regular Session at 7:00 PM.

### 14.0 ADJOURNMENT

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the Shandon School District may be inspected at the following address during normal business hours, 7:30-4:00:

Shandon Joint Unified School District, 101 South $1^{\text {st }}$ Street Box 79, Shandon, CA 93461
These materials are also available on the district's website: www.shandonschools.org
In compliance with the Americans with Disabilities Act, if you need special assistance to access or participate in a meeting of the Board of Trustees, including auxiliary aids or services, please contact the District Office at 805-238-0286. Notification of at least 48 hours prior to the meeting will assist the staff in assuring that reasonable accommodations may be made.

OFFICIAL AGENDA POSTED AT THE DISTRICT OFFICE/SHANDON HIGH SCHOOL

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

## AGENDA ITEM TITLE:

Approval of the Minutes of January 15, 2019

## PREPARED BY:

Gabriela Gavilanes
AGENDA SECTION:
$\qquad$

SUMMARY:
Provided for your approval are the minutes from the January 15, 2019 Board Meeting.

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Board Meeting Minutes <br> Tuesday, January 15, 2019 

### 1.0 OPEN SESSION

Board President called the meeting to order at 6:31 PM

| Members present: | Marlene Thomason, President; Jennifer Moe; Robert Van Parlet; Nataly Ramirez; <br> Kate Twisselman, Clerk |
| :--- | :--- |
| Staff Present: | Kristina Benson, Superintendent; Diana Larsen; Holly Furness-Osorio |

### 1.1 Public Comment Limited to Closed Session Items <br> There were no requests to address the governing Board on closed session items.

The Board adjourned to closed session at 6:32PM
Kristina Benson and Diana Larsen stepped out at
2.0 CLOSED SESSION
2.1 Conference with Labor Negotiators (G.C. 54957.6)- Negotiator: Kristina Benson
Organization: STA/CTA/NEA, CSEA, and Management /Confidential Employees
Unrepresented
2.2 Review and Possible Action on Appointment, Employment, Discipline, Resignation and Dismissal of District Employee(s) Pursuant to Government Code§ 54957, Public Employment
2.3 Superintendent's Evaluation
2.4 Student's Discipline

The Board adjourned closed session at 7:13PM
3.0 RECONVENE SESSION / PLEDGE OF ALLEGIANCE TO THE FLAG

Board President Thomason reconvened the meeting to open session at 7:17PM and Board Member Van Parlet led the pledge of allegiance.

### 4.0 REPORT ON ACTION FROM CLOSED SESSION

Board President Thomason reported that no action was taken in closed session.

### 5.0 ADOPTION OF AGENDA

A motion passed to approve the agenda (Moe/Parlet) (5/0) Moe, Parlet, Ramirez, Thomason, and Twisselman voted aye.

### 6.0 PUBLIC COMMENT

### 6.1 PUBLIC COMMENT

 Mr. Martin thanked the Board Members for approving the money for the drone project.
### 7.0 REPORTS FROM SCHOOL RELATED GROUPS (oral)

7.1 Student Body Reports- ASB Report was provided in the Board Packet.
7.2 There were no Staff Reports
7.3 There were no Bargaining Representative Reports
7.4 There were no Board Report

### 8.0 APPROVAL OF CONSENT AGENDA

A motion passed to approve the consent agenda (Twisselman/Moe) (5/0) Moe, Parlet, Ramirez, Thomason, and Twisselman voted aye.

Board Meeting Minutes
January 15, 2019

### 9.0 ACTION ITEMS

Board Member Moe excused herself and joined the public.
9.1 A motion passed to approve the Special Day Class for grades 6-12 Option 3
(Twisselman/Parlet) (4/0/1) Parlet, Ramirez, Thomason, and Twisselman voted aye.
Moe recued.
Board Member returned to her seat as a Board Member.
9.2 A motion passed to approve the Contract for School Facilities Grant and Consulting Services, School Facilities Consultants (TwisseIman/Moe) (5/0) Moe, Parlet, Ramirez, Thomason, and Twisselman voted aye.
9.3 A motion passed to approve Change Order 3, Quincon Inc. Shandon Elementary School Kitchen Upgrade \$112,444.00 (Moe/Twisselman) (5/0) Moe, Parlet, Ramirez, Thomason, and Twisselman voted aye.
9.4 A motion passed to approve the School Accountability Report Card for SHS, SES, PES (SARC) (Moe/Parlet) (5/0) Moe, Parlet, Ramirez, Thomason, and Twisselman voted aye.
9.5 A motion passed to approve the 2017-18 Bond Funds (Prop 39) Performance Audit (Moe/Twisselman) (5/0) Moe, Parlet, Ramirez, Thomason, and Twisselman voted aye
9.6 A motion passed to approve the Professional Services from November 1, 2018 to November 30, 2018 to PMSM Architects 196 for $\$ 724.50$ (Moe/Parlet) (5/0) Moe, Parlet, Ramirez, Thomason, and Twisselman voted aye.

### 10.0 INFORMATION/DISCUSSION ITEMS

10.1 Measure K Bond Update was provided in the Board Packet.
10.2 2019-2020 SJUSD Instructional Calendar was provided in the Board Packet.
10.3 SJUSD Enrollment was provided in the Board Packet.
10.4 SHS Honor Roll was provided in the Board Packet.
10.5 District Calendar of Events was provided in the Board Packet.
10.6 Annual Audit Report was provided in the Board Packet.
10.7 2017-18 Bond Funds (Prop 39) Financial Audit was provided in the Board Packet.
10.8 Moody's Investors Service was provided in the Board Packet.
10.9 Special Education Report was provided in the Board Packet.
10.10 Shandon Elementary School Report was provided in the Board Packet. Mrs. Kepins also shared with the Board that the Shandon Middle School is having the end of the first semester awards assembly on Thursday January 17, 2019 at 8:30AM.
10.11 Superintendent's Report-Ms. Benson reported that she attended the Daughters of the American Revolution where student Lynea Valencia received a scholarship. Ms. Benson also reported she will be attending and presenting at the ACSA Superintendent's Symposium on Jan. 31, 2019 and Feb. 1, 2019 in Monterrey.

### 11.0 FUTURE AGENDA ITEM REQUESTS

Bond Issuance Presentation- Dale Scott

### 13.0 ANNOUNCEMENTS

The next regular meeting of the Board of Trustees is scheduled for February 12, 2019 at Shandon High School Library, Closed Session at 6:30 PM, Open/Regular Session at 7:00 PM.

### 14.0 ADJOURNMENT

Board President Thomason adjourned the meeting at 8:42PM

Marlene Thomason, President of the Board

Or

Kristina Benson, Superintendent and Secretary to the Board of Trustees

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

## AGENDA ITEM TITLE:

Approval of Warrants and Payroll for January 2019.

## PREPARED BY:

Sadie Howard

## AGENDA SECTION:

$\qquad$ Reports X Consent $\qquad$ Action $\qquad$ First Reading $\qquad$ Information $\qquad$ Resolution

## SUMMARY:

Warrant Approvals:
Below is the warrant approval listing for the Board's approval. The single grand total provided in the report is broken into individual fund subtotals below:

## Batch \#21-24

General Fund (01)
Food Service/Cafeteria Fund (13)
Bond Fund (21)

TOTAL WARRANT APPROVALS
\$ 108,819.74
\$6,527.24
\$21,282.00
\$136,628.98

## Payroll Warrant Approval:

Payroll warrants are issued to district employees on the tenth and last day of each month. The total shown below includes the actual end-of-month and/or mid-month payroll for the current month.

| Jan. $10^{\text {th }}$ | $\$ 9,208.97$ |
| :--- | ---: |
| Jan. $31^{\text {st }}$ | $\$ 220,446.91$ |

TOTAL






# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

## Regular Meeting of the Board of Trustees

 MEETING DATE: February 12, 2019$\qquad$
AGENDA ITEM TITLE:
Approval of the Budget Report
PREPARED BY:
Sadie Howard
AGENDA SECTION:

SUMMARY:
Attached is the Budget Report through June 30, 2019 for approval.

| UNRESTRICTED/RESTRICTED COMBINED |
| :--- |
| OBJECT |


| OBJECT |  | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NUMBER | DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | \% USED |

REVENUE LIMIT SOURCES :

| 8011 REV LIMIT STATE AID-CURR YEAR | 1,750,144.00 | 35,433.00- | 1,714,711.00 | 1,123,082,00 | 591,629.00 | 65.49 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8012 Rev Limit State Aid EPA | 118,584.00 | 5,558.00 | 124,142.00 | 115,339.00 | 8,803.00 | 92.90 |
| 8021 HOME OWNERS EXEMPTION | 10,283.00 | 1,465.00 | 11,748.00 | 4,808.06 | 6,939.94 | 40.92 |
| 8041 SECURED TAX ROLLS | 1,723,611.00 | 104,874.00 | 1,82日,485.00 | 1,071,544.36 | 756,940.64 | 58.60 |
| 8042 UNSECURED ROLL TAXES | 41,587.00 | 7,876.00 | 49,463.00 | 45,851.48 | 3,611.52 | 92.69 |
| 8043 PRIOR YEARS TAXES | 8,910.00 | 4,240.00- | 4,670.00 | 3,286.85 | 1,383.15 | 70.38 |
| 8044 SUPPLEMENTAL TAXES | 39,922.00 | 21,870.00 | 61,792.00 | 30,872.42 | 30,919.58 | 49.96 |
| 8045 EDUC REV RUGMENTATION FUND | 160,812.00 | 545.00 | 161.357.00 | . 00 | 161,357.00 | 0.00 |
| 8097 PROPERTY TAXES TRANSFERS | 97,267.00 |  | 97,267.00 | . 00 | 97,267.00 | 0.00 |
| TOTAL REVENUE LIMIT SOURCES : | 3,951,120.00 | 102,515.00 | 4,053,635.00 | 2,394,784.17 | 1,658,850.83 | 59.07 |
| FEDERAL REVENUES : |  |  |  |  |  |  |
| 8181 SP ED ENTITLEMENT PER UDC | 51,561.00 |  | 51,561.00 | 34,270.00 | 17,291.00 | 66.46 |
| 8182 SPEC ED-DISCRETIONARY GRANTS | 2,868.00 |  | 2,868.00 | . 00 | 2,868.00 | 0.00 |
| 8290 ALL OTHER FEDERAL REVENUES | 113,508.00 | 7.206 .00 | 120,714.00 | 32,385.40 | 88,328.60 | 26.82 |
| TOTAL EEDERAL REVENUES : | 167,937.00 | 7,206.00 | 175,143.00 | 66,655.40 | 108,487.60 | 38.05 |
| OTHER STATE REVENUES : |  |  |  |  |  |  |
| 8550 MANDATED COST REIMBURSEMENT | 112,534.00 | 45,180.00- | 67,354.00 | 39,593.00 | 27,761.00 | 58.78 |
| 8560 STATE LOTTERY REVENUE | 58,401.00 | 13,508.00 | 71,909.00 | 23,290.80 | 48,618.20 | 32.38 |
| 8590 ALL OTHER STATE REVENUES | 146,127.00 | 45,575.00 | 191,702.00 | 57,474.91 | 134,227.09 | 29.98 |
| POTAL OTHER StATE REVENUES : | 317,062.00 | 13,903.00 | 330,965.00 | 120,358.71 | 210,606.29 | 36.36 |
| OTHER LOCAL REVENUES : |  |  |  |  |  |  |
| 8650 LEASES \& RENTALS | 22,500.00 |  | 22,500.00 | 13,500.00 | 9,000.00 | 60.00 |
| 8660 INTEREST | 5,000.00 | 13,000.00 | 18,000.00 | 9,546.43 | 8,453.57 | 53.03 |
| 8677 INTERAGENCY SERV BETWN LEA'S | 3,220.00 | 13,078.00 | 16,298.00 | 8,918.79 | 7,379.21 | 54.72 |
| 8698 STALE-DATED WTS/PRIOR YR WTS | . 00 |  | . 00 | 74.00 | $74.00-$ | NO BDGT |
| 8699 ALL OTHER LOCAL REVENUES | 26,226.00 | 16,703.00 | 42,929.00 | 10,266.17 | 32,662.83 | 23.91 |
| 8792 TF OF APPORT FROM COE | 179,097.00 |  | 179,097.00 | 70,640.00 | 108,457.00 | 39.44 |
| TOTAL OTHER LOCAL REVENUES : | 236,043.00 | 42,781.00 | 278,824.00 | 112,945.39 | 165,878.61 | 40.50 |
| * total year to date revenues | 4,672,162.00 | 166,405.00 | 4,838,567.00 | 2,694,743.67 | 2,143,823.33 | 55.69 |



CERTIFICATED SALARIES :

| 1100 | CERTIFICATED TEACHER | 1,282,109.00 | 20,936.00- | 1,261,173.00 | 638,002.25 | 623,170.75 | 50.58 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1130 | CERTIFICATED TEACHER HOURLY | . 00 | 207.00 | 207.00 | 320.73 | 113.73- | 154.94 |
| 1150 | CERTIFICATED TCHER EXTRA DUTY | 14,725.00 | 3,816.00 | 18,541.00 | 1,450.00 | 17,091.00 | 7.82 |
| 1160 | CERTIFICATED TEACHER SUBSTITUT | 36,000.00 | 7,125.00 | 43,125.00 | 13,255.00 | 29,870.00 | 30.73 |
| 1190 | CERTIFICATED TEACHER OTH ASSIG | 37,563.00 | 8,394.00 | 45,957.00 | 28,733.32 | 17,223.68 | 62.52 |
| 1200 | CERT PUPIL SUPPORT SALARY | 143,771.00 | 12,334.00 | 156,105.00 | 82,439.57 | 73,665.43 | 52.81 |
| 1300 | CERTIFICATED SUPERV \& ADM SAL | 37,950.00 | 1,050.00- | 36,900.00 | 21,525.00 | 15,375.00 | 58.33 |
| 1340 | SCHOOL ADMINISTRATORS | 179,742.00 | 2,500.00 | 182,242.00 | 106,328.69 | 75,913.31 | 58.34 |
| TOTAL | Ificated salaries : | 1,731,860.00 | 12,390.00 | 1,744,250.00 | 892,054.56 | 852,195.44 | 51.14 |

CLASSIFIED SALARIES :

| 2100 | INSTRUCTIONAL AIDE SALARIES |
| :--- | :--- |
| 2130 | INSTRUCTIONAL AIDE HOURLY |
| 2150 | INSTRUCTIONAL AIDE EXTRA DUTY |
| 2160 | INSTRUCTIONAL AIDE SUBSTITUTE |
| 2190 | INSTRUCTIONAL AIDE STUDENTS |
| 2200 | CLASSIFIED SUPPORT SALARIES |
| 2250 | CLASSIFIED SUPPORT EXTRA DUTY |
| 2260 | CLASSIFIED SUPPORT SUBSTITUTE |
| 2270 | CLASSIFIED SUPPORT OVERTIME |
| 2400 | CLERICAL/TECHNICAL/OFFICE SAL |
| 2450 | CLERICAL AND OEEICE EXTRA DUTY |
| 2460 | CLERICAL \& OEFICE SUBSTITUTE |
| 2470 | CLERICAL \& OFEICE OVERTIME |
| 2900 | OTHER CLASSIEIED SALARIES |

TOTAL CLASSIFIED SALARIES :
EMPLOYEE BENEFITS :

| 3100 | STRS | . 00 |  | . 00 | 1,728.17- | 1,728.17 | No BDGT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3101 | STRS CERTIFICATED | 415,236.00 | 24,472.00- | 390,764.00 | 136,240.18 | 254,523.82 | 34.86 |
| 3201 | PERS CERTIFICATED | 8,328.00 | 8,489.00 | 16,817.00 | 8,368.60 | 8,448.40 | 49.76 |
| 3202 | PERS CLASSIFIED | 137,330.00 | 1,146.00- | 136,184.00 | 66,176.36 | 70,007.64 | 48.59 |
| 3301 | SOCIAL SECURITY CERTIFICATED | 2,889.00 | 2,534.00 | 5,423.00 | 2,765.75 | 2,657. 25 | 51.00 |
| 3302 | SOCIAL SECURITY CLASSIFIED | 48,898.00 | 1,172.00- | 47,726.00 | 22,509.39 | 25,216.61 | 47.16 |
| 3311 | MEDICARE - CERTIFICATED | 25,112.00 | 263.00- | 24,849.00 | 12,100.49 | 12,748.51 | 48.69 |
| 3312 | MEDICARE - CLASSIFIED | 11,436.00 | 272.00- | 11,164.00 | 5,264.13 | 5,899.87 | 47.15 |
| 3401 | HEALTH \& WELEARE CERTIFICATED | 262,611.00 | 1,027.00- | 261,584.00 | 130,090.00 | 131,494.00 | 49.73 |
| 3402 | HEALTH \& WELEARE CLASSIFIED | 164,172.00 | 17,715.00- | 146,457.00 | 71,081.82 | 75,375.18 | 48.53 |
| 3501 | UNEMPLOYMENT - CERTIFICATED | 867.00 | 428.00 | 1,295.00 | 857.34 | 437.66 | 66.20 |
| 3502 | UNEMPLOYMENT - CLASSIFIED | 394.00 | 9.00- | 385.00 | 181.44 | 203.56 | 47.12 |
| 3601 | WORKERS COMP - CERTIFICATED | 40,006.00 | 186.00 | 40,192.00 | 19,276.85 | 20,915.15 | 47.96 |


EMPLOYEE BENEFITS :

| 3602 | WORKERS COMP - CLASSIEIED | 18,218.00 | 535.00- | 17,683.00 | 8,386.69 | 9,296.31 | 47.42 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| TOTAL | EMPLOYEE BENEEITS : | 1,135,497.00 | 34,974.00- | 1,100,523.00 | 481,570.87 | 618,952.13 | 43.75 |
| BOOKS AND SUPPLIES |  |  |  |  |  |  |  |
| 4100 | APPRVD TEXTBKS/CORE CURRICULA | 53,936.00 | 18,377.00 | 72,313.00 | 29,105.62 | 43,207.38 | 40.24 |
| 4200 | BOOKS AND REFERENCE MATERIALS | . 00 |  | . 00 | 225.22 | 225.22- | No BDGT |
| 4300 | MATERIALS AND SUPPLIES | 110,464.00 | 31,394.00 | 141,858.00 | 72,292.39 | 69,565.61 | 50.96 |
| 4310 | FUEL GAS | 27,000.00 | 8,000.00 | 35,000.00 | 15,229.65 | 19,770.35 | 43.51 |
| 4318 | COPIER USAGE | 25,340.00 |  | 25,340.00 | 10,089.24 | 15,250.76 | 39.81 |
| 4319 | TIRES AND TUBES | 4,000.00 |  | 4,000.00 | 1,756.69 | 2,243.31 | 43.91 |
| 4320 | GREASE \& OIL | 1,475.00 |  | 1,475.00 | 105.62 | 1,369.38 | 7.16 |
| 4321 | CUSTODIAL SUPPLIES | 8,000.00 |  | 8,000.00 | 9,853.68 | 1,853.68- | 123.17 |
| 4325 | TOOLS | 500.00 |  | 500.00 | 118.46 | 381.54 | 23.69 |
| 4328 | TESTING MATERIALS | 5,700.00 | 1,715.00- | 3,985.00 | . 00 | 3,985.00 | 0.00 |
| 4339 | REPAIR PARTS | 5,300.00 | 1,041.00 | 6,341.00 | 6,495.09 | 154.09- | 102.43 |
| 4355 | SOETWARE | . 00 | 3,782.00 | 3,782.00 | 3,782.31 | . $31-$ | 100.00 |
| 4380 | PAPER | 3,300.00 | 274.00- | 3,026.00 | 1,651.11 | 1,374.89 | 54.56 |
| 4398 | FUEL TAX | 265.00 |  | 265.00 | 293.07 | $28.07-$ | 110.59 |
| 4400 | NON-CAPITALIZED EQUIPMENT | 10,000.00 | 17.947.00 | 27,947.00 | 4,679.00 | 23,268.00 | 16.74 |
| TOTAL | BOOKS AND SUPPLIES : | 255,280.00 | 78,552.00 | 333,832.00 | 155,677.15 | 178,154.85 | 46.63 |

SERVICES, OTHER OPER. EXPENSE:

| 5110 | Subagrmt SPED outside agency | 85,455.00 |  | 85,455.00 | 13,285.00 | 72,170.00 | 15.54 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5200 | TRAVEL \& CONFERENCE | 58,120.00 | 12,135.00 | 70,255.00 | 31,672.02 | 38,582.98 | 45.08 |
| 5230 | MILEAGE | 1,800.00 | 2,613.00 | 4,413.00 | 2,569.98 | 1,843.02 | 58.23 |
| 5300 | DUES \& MEMBERSHIPS | 10,201.00 | 441.00- | 9,760.00 | 8,963.96 | 796.04 | 91.84 |
| 5400 | INSURANCE | 38,047.00 | 4,028.00- | 34,019.00 | 34,019.19 | .19- | 100.00 |
| 5510 | WATER | 6,273.00 | 1,273.00- | 5,000.00 | 2,972.66 | 2,027.34 | 59.45 |
| 5520 | GAS | 7.553.00 | 753.00- | 6,800.00 | 3,975.42 | 2,824.58 | 58.46 |
| 5530 | ELECTRICITY | 70,298.00 | 4,702.00 | 75,000.00 | 48,275.06 | 26,724.94 | 64.36 |
| 5550 | DISPOSAL/GARBAGE REMOVAL | 13,401.00 | 1,361.00- | 12,040.00 | 6,940.01 | 5,099.99 | 57.64 |
| 5600 | RENTALS, LEASES, REPAIRS, IMPROVM | 10,000.00 |  | 10,000.00 | . 00 | 10,000.00 | 0.00 |
| 5640 | REPAIRS/MAINT OF EQUIPMENT | 11,800.00 | 566.00- | 11,234.00 | 5,515.16 | 5,718.84 | 49.09 |
| 5650 | REPAIRS/MAIN - VEHICLES | 500.00 | 425.00- | 75.00 | . 00 | 75.00 | 0.00 |
| 5800 | PROFES'L/CONSULTG SVCS/OP EXP | 74,144.00 | 36,846.00 | 110,990.00 | 84,734.39 | 26,255.61 | 76.34 |
| 5810 | SERVICES PROVIDED BY SLOCOE | 110,002.00 | 11,139.00- | 98,863.00 | 10,018.81 | 88,844.19 | 10.13 |
| 5822 | MAINTENANCE AGREEMENTS | 6,100.00 | 900.00 | 7,000.00 | 3,710.18 | 3,289.82 | 53.00 |
| 5830 | HAZARDOUS WASTE DISPOSAL | 1,000.00 |  | 1,000.00 | 755.00 | 245.00 | 75.50 |
| 5840 | PHYSICAL EXAMS-FINGERPRINTING | 700.00 | 400.00 | 1,100.00 | 828.00 | 272.00 | 75.27 |
| 5845 | RANDOM DRUG/ALCOHOL TESTING | 500.00 |  | 500.00 | 66.00 | 434.00 | 13.20 |
| 5855 | OUTSIDE PRINTING | 1,200.00 |  | 1,200.00 | 545.97 | 654.03 | 45.49 |




| EUND RECONCILIATION |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS AND LIABILITIES : |  |  |  |  |  |  |
| 9110 CASH IN COUNTY TREASURY |  |  | 1,136,718.39 | 251,506.76 | 1,388,225.15 |  |
| 9130 REVOLVING CASH ACCOUNT |  |  | 1,500.00 | . 00 | 1,500.00 |  |
| 9210 ACCOUNTS RECEIVABLE PRIOR YEAR |  |  | 149,604.86 | 100,296.62- | 49,308.24 |  |
| 9310 DUE FROM OTHER FUNDS |  |  | 23,184.26 | . 00 | 23,184.26 |  |
| 9508 SALES TAX PAYABLE |  |  | 854.11- | . 00 | 854.11- |  |
| 9509 CURRENT LIABILITIES-NEW YEAR |  |  |  | 30,635.00 | 30,635.00 |  |
| 9510 ACCOUNTS PAYABLE (CURRENT LIAB) |  |  | 306,457.83- | 267,252.83 | 39,205.00- |  |
| 9515 UNEMPLOYMENT |  |  | 41.63 | 183.79 | 225.42 |  |
| 9516 W/COMP PASS THROUGH |  |  |  | 19,931.26- | 19,931.26- |  |
| 9521 MEDICAL |  |  | 143,394.13- | 38,957.12 | 104.437.01- |  |
| 9550 PAYROLL HAND WARRANTS |  |  | $34.00-$ | . 00 | 34.00- |  |
| 9650 DEFERRED REVENUE |  |  | 35,183.91- | 35,183.91 | .00 |  |
| * NET Year to date mund balance * * |  |  | 825,125.16 * | 503,491.53 | 1,328,616.69 |  |
| 9791 EUND BAL-BEGINNING BALANCE |  |  | 825,125.16- | .00 | 825,125.16- |  |
| * EXCESS REVENUES ( EXPENDITURES ) * * |  |  | . 00 * | 503,491.53 | 503,491.53 |  |
| OBJECT | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| NUMBER DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | \% USED |

A. REVENUES
B. EXPENDITURES
C. excess revenues ( expenditures )
D. OTHER FINANCING SOURCES (USES )
e. net change in fund baidnce
F. FUND BALANCE :
beginning balance (9791)
AUDIT ADJUSTMENTS (9793)
other restatements (9795)
adjusted beginning baidnce
G. ENDING BALANCE

REvenues, expenditures, and changes in fund balance

| 4,672,162.00 | 166,405.00 | 4,838,567.00 | 2,694,743.67 | 2,143,823.33 | 55.69 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 4,699,303.00 | 67,840.00 | 4,767,143.00 | 2,190,395.93 | 2,576,747.07 | 45.94 |
| 27,141.00- | 98,565.00 | 71,424.00 | 504,347.74 | 432,923.74- | 706.13 |
| 12,183.00- | 70,856.00- | 83,039.00- | 856.21- | 82,182.79- | 1.03 |
| 39,324.00- | 27,709.00 | 11,615.00- | 503,491.53 | 515,106.53- | 0.00 |
| 825,125.16 | . 00 | 825,125.16 | 825,125.16 | . 00 | 100.00 |
| . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| $825,125.16$ | . 00 | 825,125.16 | 825,125.16 | . 00 | 100.00 |
| 785,801.16 | 27,709.00 | 813,510.16 | 1,328,616.69 | 515,106.53- | 163.31 |

UNRESTRICTED/RESTRICTED COMBINED

| OBJECT |
| :---: |
| NUMBER | DESCRIPTION



## CLASSIFIED SALARIES :



| UNRESTR | /RESTRICTE | FUND: 13 CAFETERIA EUND |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OBJECT |  | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| NUMBER | DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | \% USED |


| EXPENDITURE DETAIL |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BOOKS AND SUPPLIES : |  |  |  |  |  |  |  |  |
| 4700 | FOOD |  | 75,000.00 | 856.00 | 75,856.00 | 36,818.71 | 39,037.29 | 48.53 |
| TOTAL | BOOKS AND SUPPLIES | : | 81,305.00 | 856.00 | 82,161.00 | 48,107.23 | 34,053.77 | 58.55 |

SERVICES, OTHER OPER. EXPENSE:


INTEREUND TRANSFERS - IN :

| 8916 | INT FD | TF TO | CAFE | TERIA | FR GE |  | 12,183.00 |  | 856.00 |  | 13,039.00 |  | 856.21 |  | 12,182.79 |  | 6.56 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| TOTAL I | INTEREUND | TRANSFERS - IN |  |  | : |  | 12,183.00 |  | 856.00 |  | 13,039.00 |  | 856.21 |  | 12,182.79 |  | 6.56 |
| * TOTAL | L YEAR TO | DATE | OTHER | FINA | ANCING | * | 12,183.00 | * | 856.00 | * | 13,039.00 | * | 856.21 | * | 12,182.79 | * | 6.56 |


| UNRESTRICTED/RESTRICTED COMBINED FUND: 13 CAFETERIA EUND |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OBJECT NUMBER DESCRIPTION |  |  | BEGINNING BALANCE | YEAR TO DATE ACTIVITY | ENDING <br> BALANCE |  |
| FUND RECONCILIATION |  |  |  |  |  |  |
| ASSETS AND LIABILITIES : |  |  |  |  |  |  |
| 9110 CASH IN COUNTY TREASURY |  |  |  | 1,504.72 | 1,504.72 |  |
| 9210 ACCOUNTS RECEIVABLE PRIOR YEAR |  |  | 40,608.51 | 40,608.51- | . 00 |  |
| 9508 SALES TAX PAYABLE |  |  | 37.42- | . 00 | 37.42- |  |
| 9610 DUE TO OTHER FUNDS |  |  | 23,184.26- | .00 | 23,184.26- |  |
| * NET YEAR TO DATE EUND BALANCE * * |  |  | 17,386.83 * | 39,103.79-* | 21,716.96-* |  |
| 9791 FUND BAL-BEGINNING BALANCE |  |  | 17,386.83- | .00 | 17,386.83- |  |
| * EXCESS REVENUES ( EXPENDITURES ) * * |  |  | . 00 * | 39,103.79-* | 39,103.79-* |  |
| OBJECT | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| NUMBER DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | USED |


| REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| A. | REVENUES | 243,702.00 | .00 | 243,702.00 | 93,113.32 | 150,588.68 | 38.20 |
| B. | EXPENDITURES | 255,885.00 | 1,168.00 | 257,053.00 | 133,073.32 | 123,979.68 | 51.76 |
| C. | EXCESS REVENUES ( EXPENDITURES) | 12,183.00- | 1,168.00- | 13,351.00- | 39,960.00- | 26,609.00 | 299.30 |
| D. | OTHER FINANCING SOURCES ( USES ) | 12,183.00 | 856.00 | 13,039.00 | 856.21 | 12,182.79 | 6.56 |
| E. | NET CHANGE IN FUND BALANCE | . 00 | 312.00- | $312.00-$ | 39,103.79- | $38,791.79$ | 2533.26 |
| F. FUND BALANCE : |  |  |  |  |  |  |  |
|  | BEGINNING BALANCE (9791) | 17,386.83 | . 00 | 17,386,83 | 17,386.83 | .00 | 100.00 |
|  | AUDIT ADJUSTMENTS (9793) | .00 | . 00 | .00 | . 00 | . 00 | NO BDGT |
|  | OTHER RESTATEMENTS (9795) | .00 | .00 | .00 | .00 | .00 | NO BDGT |
|  | ADJUSTED BEGINNING BALANCE | 17,386.83 | . 00 | 17,386.83 | 17.386.83 | . 00 | 100.00 |
| G. | ENDING BALANCE | 17,386.83 | 312.00- | 17,074.83 | 21,716.96- | 38,791.79 | 0.00 |




EXPENDITURE DETAIL
CLASSIFIED SALARIES :

EMPLOYEE BENEFITS :




REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
A. REVENUES
B. EXPENDITURES
C. EXCESS REVENUES ( EXPENDITURES )
D. OTHER EINANCING SOURCES ( USES )
E. NET CHANGE IN EUND BALANCE

| .00 | $9,662.00$ | $9,662.00$ | $4,963.41$ | $4,698.59$ | 51.37 |
| ---: | ---: | ---: | ---: | ---: | ---: |
| $440,229.00$ | $668,360.00$ | $1,108,589.00$ | $873,233.21$ | $235,355.79$ | 78.76 |
| $440,229.00-$ | $658,698.00-$ | $1,098,927.00-$ | $868,269.80-$ | $230,657.20-$ | 79.01 |
| .00 | $70,000.00$ | $70,000.00$ | .00 | $70,000.00$ | 0.00 |
| $440,229.00-$ | $588,698.00-$ | $1,028,927.00-$ | $868,269.80-$ | $160,657.20-$ | 84.38 |

F. FUND BALANCE :

| BEGINNING BALANCE | (9791) | 1,028,926.99 | . 00 | 1,028,926.99 | 1,028,926.99 | . 00 | 100.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| AUDIT ADJUSTMENTS | (9793) | .00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| OTHER RESTATEMENTS | (9795) | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| ADJUSTED BEGINNING | BALANCE | 1,028,926.99 | . 00 | 1,028,926.99 | 1,028,926.99 | . 00 | 100.00 |
| DING BALANCE |  | 588,697.99 | 588,698.00- | .01- | 160,657. 19 | 160,657.20- | 0.00 |

UNRESTRICTED/RESTRICTED COMBINED FUND: 25 CAPITAL EACILITIES FUND

| OBJECT |  | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NUMBER | DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | \% USED |

## REVENUE DETAIL

OTHER LOCAL REVENUES :


| UNRESTRICTED/RESTRICTED COMBINED |
| :--- |
| OBJECT |
| NUMBER DESCRIPTION |

ASSETS AND LIABILITIES :
9110 CASH IN COUNTY TREASURY

* NET YEAR TO DATE FUND BALANCE $* *$
9791
E EUND BAL-BEGINNING BALANCE

| OBJECT |  | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NUMBER | DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | \% USED |


| A. | REVENUES | 158.00 | 26,063.00 | 26,221.00 | 25,921.46 | 299.54 | 98.85 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| B. | EXPENDITURES | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| C. | excess revenues ( expenditures ) | 158.00 | 26,063.00 | 26,221.00 | 25,921.46 | 299.54 | 98.85 |
| D. | OTHER FINANCING SOURCES ( USES ) | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| E. | NET CHANGE IN FUND BALANCE | 158.00 | 26,063.00 | 26,221.00 | 25,921.46 | 299.54 | 98.85 |
| F. FUND BALANCE : |  |  |  |  |  |  |  |
|  | BEGINNING BALANCE (9791) | 28,328.84 | . 00 | 28,328.84 | 28,328.84 | . 00 | 100.00 |
|  | AUDIT ADJUSTMENTS (9793) | . 00 | . 00 | . 00 | . 00 | . 00 | NO EDGT' |
|  | OTHER RESTATEMENTS (9795) | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
|  | ADJUSTED BEGINNING BALANCE | 28,328.84 | . 00 | 28,328.84 | 28,328.84 | . 00 | 100.00 |
| G. | ENDING BALANCE | 28,486.84 | 26,063.00 | 54,549.84 | 54,250.30 | 299.54 | 99.45 |

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of the Student Body Funds
PREPARED BY:
Sadie Howard

## AGENDA SECTION:

__ Reports _ X_Consent __ Action ___ First Reading ___ Information ___ Resolution

## SUMMARY:

Attached for your review and approval are the Student Body Funds for Shandon Elementary School and Shandon High School for the month of December 2019.

Approve the Student Body Funds.
SHANDON UNIFIED SCHOOL DISTRICT
SHANDON HIGH SCHOOL STATEMENT OF STUDENT BODY FUNDS

| ENDING BAL. |
| :---: |
| $12 / 31 / 2018$ |


| 1,058.57 |  | 1,234.89 |  | 1,898.14 |  | 1,721.82 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2,744.19 |  |  |  |  |  | 2,744.19 |
| 2,218.92 |  |  |  |  |  | 2,218.92 |
| 487.41 |  | 126.65 |  | 337.50 |  | 698.26 |
| 404.34 |  |  |  | 48.75 |  | 453.09 |
| 380.58 |  | 223.39 |  |  |  | 157.19 |
| 37.99 |  |  |  | 25.00 |  | 62.99 |
| 102.00 |  | 1,103.00 |  | 902.75 |  | (98.25) |
| 1,603.41 |  |  |  |  |  | 1,603.41 |
| 24.22 |  |  |  |  |  | 24.22 |
| 710.09 |  |  |  |  |  | 710.09 |
| 87.48 |  |  |  |  |  | 87.48 |
| 7,144.25 |  | 207.60 |  | 2.00 |  | 6,938.65 |
| 2,284.15 |  |  |  |  |  | 2,284.15 |
| 59.56 |  |  |  |  |  | 59.56 |
| 573.59 |  |  |  |  |  | 573.59 |
| - |  |  |  |  |  | 0.00 |
| 110.16 |  |  |  |  |  | 110.16 |
| - |  |  |  |  |  | 0.00 |
| - |  |  |  |  |  | 0.00 |
| - |  |  |  |  |  | 0.00 |
|  | \$ | - |  |  |  | 0.00 |
| 20,030.91 | \$ | 2,895.53 | \$ | 3,214.14 | \$ | 20,349.52 |

$\begin{array}{ccc}\text { CLASSES } & \text { Authorized } & \text { ENDING BAL. } \\ \text { CLUBS } & \text { Advisor } & 11 / 30 / 2018\end{array}$

Shandon Elementary ASB Heritage Oaks Bank

| CLASSES/CLUBS | BALANCE FORWARD 11/30/2018 |  | CLUB XFERS |  |  | CASH RECEIVD |  | WITHDRAWALS |  | ENDING BALANCE 12/31/2018 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SES ABS General | \$ | 6,758.60 |  |  |  | \$ | 689.03 | \$ | 538.90 | \$ | 6,908.73 |
| SES ASB Middle School | \$ | 650.78 |  |  |  |  |  |  |  | \$ | 650.78 |
| 8th Grade | \$ | 1,518.85 |  |  |  |  |  |  |  | \$ | 1,518.85 |
| Library | \$ | 154.85 |  |  |  |  |  |  |  | \$ | 154.85 |
| Parkfield | \$ | 369.41 |  |  |  | \$ | 250.00 |  |  | \$ | 619.41 |
| Gate | \$ | (315.00) |  |  |  |  |  |  |  | \$ | (315.00) |
| Cross County | \$ | (220.59) |  |  |  | \$ | 100.00 |  |  | \$ | (120.59) |
| Kindergaten | \$ | 379.06 |  |  |  |  |  | \$ | 74.28 | \$ | 304.78 |
| Stabley PGE Funds | \$ | 45.93 |  |  |  | \$ | 270.00 |  |  | \$ | 315.93 |
| total | \$ | 9,341.89 | \$ |  | - | \$ | 1,039.03 | \$ | 613.18 | \$ | 10,037.74 |



Regular Meeting of the Board of Trustees<br>MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Ratification of the Personnel Action Report
PREPARED BY:
Sadie Howard

## AGENDA SECTION:

$\qquad$ Reports $\qquad$ Consent $\qquad$ Action $\qquad$ First Reading $\qquad$ Information $\qquad$ Resolution

## PERSONNEL ACTION REPORT

## NEW HIRES

Bianca Soto

## SPORT COACHES

Maribel Arroyo
Mark Rodriguez
RESIGNATIONS
Madelyn Daigel Jeanne Stuart

CLASSIFICATION
Classified Para Ed Sub
M.S.Girls Basketball
H.S. Softball Coach
H.S. English Teacher
H.S. Librarian

EFFECTIVE DATE
Nov. 1, 2018

Jan. 7, 2019
Feb.4, 2019

June 6,2019
June 6, 2019

# 8.6 

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

## Regular Meeting of the Board of Trustees

MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of the Quarterly Interest Accrued Funds

## PREPARED BY:

Sonia Stuart

## AGENDA SECTION:

__ Reports $\quad \mathrm{X}$ Consent ___ Action___ First Reading ___ Information ___ Resolution

## SUMMARY:

Quarterly Interest Accrued for Funds 13 and 25 through December 31,2018.


Begin Date: 10/01/2018 End Date: 12/31/2018
Total Days in Period: 92
Total Interest to be Allocated: 6,735.57
Transaction Description: $18 / 19$ 2ND QTR INT1.8492告 JS Transaction Post Date: $01 / 10 / 2019$

Break by Fund: N
Lines per Transaction: 500
Target Acctclass Mask: ??-????-?-????-????-????-???-????-????
Update Mode: N

018 SHANDON UNIFIED 18/19 2ND QTR INT1.8492年 JS

Interest Allocation Based on ADB of Cash Accounts 564460 GLIA10 L.00.00 01/10/19 PAGE Date Range: 10/01/2018 to 12/31/2018 Interest Amount: 6,735.57

| EN RESC Y OBJT GOAL FUNC SCH DISC DIS2 | Ending Cash | Average Daily Balance | Percent <br> Allocated | Interest Allocated |
| :---: | :---: | :---: | :---: | :---: |
| 01-0000-0-9110-0000-0000-000-0000-0000 | 1,838,512.18 | 1,470,446.13 | 99.6243 | 6,710.30 |
| 01-0001-0-3110-0000-0000-000-0000-0000 | 4,176.88 | 4,299.77 | 0.2913 | 19.62 |
| 01-0001-5-9110-0000-0000-000-0000-0000 | -99.00 | -99.00 | -0.0067 | -0.45 |
| 01-0001-6-9110-0000-0000-000-0000-0000 | -1,150.15 | -1,150.15 | -0.0779 | -5.25 |
| 01-0001-7-9110-0000-0000-000-0000-0000 | -732.04 | -732.04 | -0.0496 | -3.34 |
| 01-0709-0-9110-0000-0000-000-0000-0000 | -304,757.11 | -216,398.09 | -14.6612 | -987.52 |
| 01-0723-0-9110-0000-0000-000-0000-0000 | -69,597.25 | -48,088.86 | -3.2581 | -219.45 |
| 01-1100-0-9110-0000-0000-000-0000-0000 | $-3,248.56$ | -697. 54 | -0.0473 | -3.19 |
| 01-1400-0-9110-0000-0000-000-0000-0000 | 85,284.80 | 60,358. 36 | 4.0893 | 275.44 |
| 01-3010-0-9110-0000-0000-000-0000-0000 | -4,764.29 | -3,137.29 | -0.2126 | -14.32 |
| 01-3310-0-9110-0000-0000-000-0000-0000 | -49,480.20 | -44,020.81 | -2.9824 | -200.88 |
| 01-3315-0-9110-0000-0000-000-0000-0000 | -1,425.00 | -1,425.00 | -0.0965 | -6.50 |
| 01-3320-0-9110-0000-0000-000-0000-0000 | -4,131.00 | -4,131.00 | -0.2799 | -18.85 |
| 01-3550-0-9110-0000-0000-000-0000-0000 | 0.00 | -511.80 | -0.0347 | -2.34 |
| 01-4035-0-9110-0000-0000-000-0000-0000 | -790.53 | -869.92 | -0.0589 | -3.97 |
| 01-4127-0-9110-0000-0000-000-0000-0000 | -3,372.79 | $-2,188.30$ | -0.1483 | -9.99 |
| 01-4203-0-9110-0000-0000-000-0000-0000 | -2,628.27 | -1,973.27 | -0.1337 | -9.01 |
| 01-5810-0-9110-0000-0000-000-0000-0000 | -6,388.30 | -4,324.06 | -0.2930 | -19.74 |
| 01-6300-0-9110-0000-0000-000-0000-0000 | -12,013.54 | -9,290.06 | -0.6294 | -42.39 |
| 01-6387-0-9110-0000-0000-000-0000-0000 | 21,718.01 | 21,800.98 | 1.4770 | 99.48 |
| 01-6500-0-9110-0000-0000-000-0000-0000 | -154,651.94 | -93,021.38 | -6.3023 | -424.50 |
| 01-7010-0-9110-0000-0000-000-0000-0000 | -15,141.64 | -13,275.15 | -0.8994 | -60.58 |
| 01-7311-0-9110-0000-0000-000-0000-0000 | -1,530.15 | -986.33 | -0.0668 | -4.50 |
| 01-7338-0-9110-0000-0000-000-0000-0000 | 2,017.22 | 2,212.30 | 0.1499 | 10.10 |
| 01-7510-0-9110-0000-0000-000-0000-0000 | 7,904.00 | 1,030.96 | 0.0698 | 4.70 |
| 01-7823-0-9110-0000-0000-000-0000-0000 | 2,505.42 | 2,505.42 | 0.1697 | 11.43 |
| 01-9010-0-9110-0000-0000-000-0000-0000 | 0.00 | 0.00 | 0.0000 | 0.00 |
| 01-9055-0-9110-0000-0000-000-0000-0000 | 3,311.83 | 3,304.60 | 0.2239 | 15.08 |
| 01-9069-0-9110-0000-0000-000-0000-0000 | 7,288.26 | 16,531.84 | 1.1200 | 75.44 |
| 01-9580-0-9110-0000-0000-000-0000-0000 | 6,219.83 | 6,219.83 | 0.4214 | 28.38 |
| 01-9638-0-9110-0000-0000-000-0000-0000 | 0.00 | 0.00 | 0.0000 | 0.00 |
| 01-9639-0-9110-0000-0000-000-0000-0000 | 0.00 | 0.00 | 0.0000 | 0.00 |
| 13-5310-0-9110-0000-0000-000-0000-0000 | -2,565.59 | 4,741.31 | 0.3212 | 21.63 |
| 21-0000-0-9110-0000-0000-000-0000-0000 | 252,384,62 | 285,280.34 | 19.3280 | 1,301.85 |
| 25-0000-0-9110-0000-0000-000-0000-0000 | 54,051,41 | 43,584.86 | 2.9529 | 198.89 |
|  | 1,646,907.11 | 1,475,996.65 | 100.0000 | 6,735.57 |



# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

## Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of AB 1868 Pupil Instruction: Sexual Health Education: Sexually Suggestive or Sexually Explicit Materials

## PREPARED BY:

Kristina Benson
AGENDA SECTION:
$\ldots$ Reports ___ Consent $\quad \mathrm{X}$ _ Action ___ First Reading ___ Information __ Resolution

## SUMMARY:

The following is submitted for your review:
AB 1868, Cunningham. Pupil instruction: sexual health education: sexually suggestive or sexually explicit materials.

Existing law, the California Healthy Youth Act, requires school districts to ensure that all pupils in grades 7 to 12 , inclusive, receive comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education, as specified. Under the act, this instruction includes, among other things, information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and human trafficking.

Section 51934 of the Education Code is amended to read:
(a) Each school district shall ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and HIV prevention education from instructors trained in the appropriate courses. Each pupil shall receive this instruction at least once in junior high or middle school and at least once in high school.

Community Action Partnership of San Luis Obispo County (CAPSLO) will be providing this instruction to grades $7-11$ during their PE class. Pending approval, this instruction is set to begin on February 19, 2019. A letter will be sent home to parents explaining the change in PE classes for the duration and parents will have the right to "opt out" of this instruction if they wish. In addition, a parent forum will be held on February 19th at 5pm at the SHS Library with Mrs. Kepins, Ms. Benson and Mrs. Gavilanes, who will provide Spanish translation.

## RECOMMENDED ACTION:

Approval


AB-1868 Pupil instruction: sexual health education: sexually suggestive or sexually explicit materials. (2017-2018)

## SHARE THIS: 16

Date Published: 09/17/2018 09:00 PM

## Assembly Bill No. 1868

## CHAPTER 428

An act to amend Section 51934 of the Education Code, relating to pupil instruction.
[ Approved by Governor September 17, 2018. Filed with Secretary of State
September 17, 2018. ]

## LEGISLATIVE COUNSEL'S DIGEST

$A B$ 1868, Cunningham. Pupil instruction: sexual health education: sexually suggestive or sexually explicit materials.

Existing law, the California Healthy Youth Act, requires school districts to ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education, as specified. Under the act, this instruction includes, among other things, information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and human trafficking.

This bill would explicitly authorize a school district to provide optional instruction, as part of comprehensive sexual health education and HIV prevention education, regarding the potential risks and consequences of creating and sharing sexually suggestive or sexually explicit materials through cellular telephones, social networking Internet Web sites, computer networks, or other digital media.

This bill would incorporate additional changes to Section 51934 of the Education Code proposed by AB 1861 to be operative only if this bill and $A B 1861$ are enacted and this bill is enacted last.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 51934 of the Education Code is amended to read:
51934. (a) Each school district shall ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and HIV prevention education from instructors trained in the appropriate courses. Each pupil shall receive this instruction at least once in junior high or middle school and at least once in high school. This instruction shall include all of the following:
(1) Information on the nature of HIV, as well as other sexually transmitted infections, and their effects on the human body.
(2) Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual activities and injection drug use.
(3) Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections and abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy. This instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.
(4) Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the federal Centers for Disease Control and Prevention.
(5) Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing.
(6) Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others.
(7) Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV. This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and the only way to know if one is HIV-positive is to get tested.
(8) Information about local resources, how to access local resources, and pupils' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence.
(9) Information about the effectiveness and safety of all FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to, all of the following:
(A) Parenting, adoption, and abortion.
(B) Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Section 1255.7 of the Health and Safety Code and Section 271.5 of the Penal Code.
(C) The importance of prenatal care.
(10) Information about sexual harassment, sexual assault, sexual abuse, and human trafficking. Information on human trafficking shall include information on the prevalence, nature, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance.
(11) Information about adolescent relationship abuse and intimate partner violence, including the early warning signs thereof.
(b) A school district may provide optional instruction, as part of comprehensive sexual health education and HIV prevention education, regarding the potential risks and consequences of creating and sharing sexually suggestive or sexually explicit materials through cellular telephones, social networking Internet Web sites, computer networks, or other digital media.
(c) A school district may provide comprehensive sexual health education or HIV prevention education consisting of age-appropriate instruction earlier than grade 7 using instructors trained in the appropriate courses. A school district that elects to offer comprehensive sexual health education or HIV prevention education earlier than grade 7 may provide age appropriate and medically accurate information on any of the general topics contained in paragraphs (1) to (11), inclusive, of subdivision (a).

SEC. 1.5. Section 51934 of the Education Code is amended to read:
51934. (a) Each school district shall ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and HIV prevention education from instructors trained in the appropriate courses. Each pupil shall receive this instruction at least once in junior high or middle school and at least once in high school. This instruction shall include all of the following:
(1) Information on the nature of HIV, as wefl as other sexually transmitted infections, and their effects on the human body.
(2) Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual activities and injection drug use.
(3) Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections and abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy. This instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.
(4) Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the federal Centers for Disease Control and Prevention.
(5) Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing.
(6) Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others.
(7) Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV. This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and the only way to know if one is HIV-positive is to get tested.
(8) Information about local resources, how to access local resources, and pupils' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence.
(9) Information about the effectiveness and safety of all FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to, all of the following:
(A) Parenting, adoption, and abortion.
(B) Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Section 1255.7 of the Health and Safety Code and Section 271.5 of the Penal Code.
(C) The importance of prenatal care.
(10) Information about sexual harassment, sexual assault, sexual abuse, and human trafficking. Information on human trafficking shall include both of the following:
(A) Information on the prevalence, nature, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance.
(B) Information on how social media and mobile device applications are used for human trafficking.
(11) Information about adolescent relationship abuse and intimate partner violence, including the early warning signs thereof.
(b) A school district may provide optional instruction, as part of comprehensive sexual health education and HIV prevention education, regarding the potential risks and consequences of creating and sharing sexually suggestive or sexually explicit materials through cellular telephones, social networking Internet Web sites, computer networks, or other digital media.
(c) A school district may provide comprehensive sexual health education or HIV prevention education consisting of age-appropriate instruction earlier than grade 7 using instructors trained in the appropriate courses. A school district that elects to offer comprehensive sexual health education or HIV prevention education earlier than grade

7 may provide age appropriate and medically accurate information on any of the general topics contained in paragraphs (1) to (11), inclusive, of subdivision (a).

SEC. 2. Section 1.5 of this bill incorporates amendments to Section 51934 of the Education Code proposed by both this bill and Assembly Bill 1861. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2019, (2) each bill amends Section 51934 of the Education Code, and (3) this bill is enacted after Assembly Bill 1861, in which case Section 1 of this bill shall not become operative.

## AGENDA ITEM TITLE:

Approval of Application and Certificate for Payment 3, Quincon, Inc. \$53,053.45
PREPARED BY:
Kristina Benson

## AGENDA SECTION:

__ Reports __ Consent $\quad \mathrm{X}$ _ Action ___ First Reading ___ Information ___Resolution

## SUMMARY:

Provided for your approval is the Application and Certificate for Payment 3, Quincon, Inc. for \$53,053.45
APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702


## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

## NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT the claimant has received payment.

| Identifying Information |
| :--- |
| Name of Claimant: Quincon, Inc. |
| Name of Customer: Shandon Joint Unified School District |
| Job Location: 301 South 1st Street, Shandon, CA 93461 |
| Owner: Shandon Joint Unified School District |
| Through Date: $10 / 30 / 2018$ |

## Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Shandon Joint Unified School District
Amount of Check: \$ 53,053.45
Check Payable to: Quincon, Inc.

## Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:
Amount(s) of unpaid progress payment(s): \$
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.


| Schedule Of Values |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Shandon Elementary School Kitchen Uprade |  |  |  | PMSM Architects Shandon Soint UTritied School District |  |  |  |  |  |
| $\begin{gathered} \text { ITEM } \\ \text { NO. } \end{gathered}$ | DESCRIPTION OF WORK | $\frac{C}{\substack{\text { SCHEDULED } \\ \text { VALUE }}}$ | $\frac{\text { D }}{\text { WORK COMPLETED }}$ |  | FMATERLALSPRESENTLYSTORED(NOT INDORE) | G H |  | Shandon Joint Uritied School District |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  | $\begin{aligned} & \text { FROM PREVIOUS } \\ & \text { APPLICATION } \\ & \text { (D+E) } \end{aligned}$ | IHIS PERROD |  | COMPLETED <br> AND STORED TO DATE (D+E+F) | (G/C) | BALANCE TO FINISH W/O RETAINAGE (C-G) | $\begin{gathered} \text { RETAINAGE } \\ 0 \% \end{gathered}$ |
| 1 | Mobdization, Bonding, lissurance | S20,350.00 | \$20.35900 | 50.00 |  |  | \$20,359.00 | 1005\% | \$0.00 | \$0.00 |
| 2 | Demolition | \$65,590.00 | \$65.59000: | S0.00 |  | \$65,590.00 | 100x6 | \$0.00 | 50.00 |
| 3 | Abalement | 310.1900 | S10,4900 | 50.00 |  | \$10,119.00 | 10065 | \$0.00 | \$0.00 |
| 4 | U/G Uilitics | \$2\%,097,00 | 821.097100 | 50.00 |  | \$21,097.00 | 100\% | \$0.00 | $\$ 0.00$ $\$ 0.00$ |
| 5 | Concrete | S11,557:00. | \$14557.00 | S0.00 |  | \$11,557.00 | 100\% | \$0.00 | $\$ 0.00$ $\$ 0.00$ |
| 6 | CMU | \$1800.00 | SE300.00 | S0.00 |  | \$1,800.00 | 1005 | \$0.00 | \$0.00 |
| 7 | Framing | 835,19700 | \$38.0200 | S0.00 |  | \$35,107.00 | 100\% 6 | \$0.00 | \$0.00 |
| 8 | Drywall Finsh | \$34,602:00 | \$37.602000 | S0.00 |  | \$34,602.00 | 100\% | 50.00 | \$0.00 |
| 9 | Doors | \$2,800.00 |  | s0.00 |  | \$2,800.00 | 100.8 | \$0.00 | \$8.00 |
| 10 | FRP | \$5,12006 | 55.22100 | S0.00 |  | \$5,123.00 | 10006 | \$0.00 | \$0.00 |
| 11 | Flouring | \$2896,00 | \$82896,100 | 50.00 |  | \$52,896,00 | 100\% | \$0.00 | \$0.00 |
| 12 14 | Suspended Ceiling HVAC | 315.522 .00 $\$ 4335600$ | 515.55200 6435600 | 50.00 5000 |  | \$15.552.00 | 1005 | \$0.00 | \$0.00 |
| 17 15 | HVAC Electrical | $\$ 43,356.00$ $\$ 85,176$ 00 | \$4335600 | S0.00 So, |  | \$43,356.00 | 100\% | 50.00 | \$0.00 |
| 16 | Plambing | $\$ 85,176000$ $\$ 97.688 .00$ |  | S0.00 S0.00 |  | \$85,176.00 | ${ }_{1000}$ | \$0.00 | \$0.00 |
| 17 | Fire Alarm | \$27,614.009 | 527.614 .00 | S0.00 |  | \$57,638.00 $\$ 27,614.00$ | 100\% | $\$ 0.00$ $\$ 0.00$ | $\$ 0.00$ $\$ 0.00$ |
| 18 | Sile Work/POT | \$5.483.00 | \$5,483.00 | S0.00 |  | \$5,483.00 | 100\% | $\$ 0.00$ $\$ 0.00$ | $\$ 0.00$ $\$ 0.00$ |
| 21 | Chavge Order No. 1 |  |  |  |  |  |  | \$0.00 | $\$ 0.00$ $\$ 0.00$ |
| 22 | CRB \#1 Epoxy Flooring | 312.70800 |  | \$11,705.00 |  | \$11,705.00 | 100\% 6 | \$0.00 | $\$ 0.00$ $\$ 0.00$ |
| 23 | CRB \#2 Kitchen Celling | 315,535:00 |  | \$16,555.00 |  | \$16,555.00 | 10059 | \$0.00 | $\$ 0.00$ $\$ 0.00$ |
|  | Cbunge Order No. 1 |  |  |  |  | \$0.00 | 0s | \$0.00 | 50.00 |
| 24 25 | CRB\#5 UG Pils | \$4, 179.00 |  |  |  | \$0.00 | $0 \%$ | \$11,179.00 | \$0.00 |
| 26 | CRB \#6 Wawt/Gas Lines | \$3,891.00 |  |  |  | \$0.00 | m | \$3,893.00 | \$0.00 |
| 27 | CRB \#9 Hand Prep | (5699, 00 ) |  |  |  | $\$ 0.00$ $\$ 0.00$ | $0 \%$ | \$234.00 | \$0.00 |
| 28 | CRB \#10 Sewer Pipe | S2892:50 |  |  |  | \$0.00 | $0 \%$ | \$2,992.00 | $\$ 0.00$ 80.00 |
| 29 | CRB\#II Additional Abalenient | \$3,729.00 |  |  |  | \$0.00 | $0 \%$ | \$3,729,00 | 80.00 $\$ 0.00$ |
| 30 | CRB \#13 Additional Floor Sink | 58346 m |  |  |  | \$0.n0 | $0 \times 8$ | \$834.00 | \$0.00 |
| 31 | CRB \#15 Kitchen Backsplast/Addirional Trim | Sidicisind |  |  |  | \$0.00 | 0 | \$14,163.00 | \$0.00 |
| 32 | CRB \#17 Gas Lime | Svanocos |  |  |  | \$0.00 | $0 \%$ | \$1,400.00 | 50.00 |
| $\begin{array}{r}33 \\ 34 \\ \hline\end{array}$ | CRB 418 Flectrical Upgrades | \$2.460:60] |  |  |  | \$0.00 | $0 \%$ | \$2.460.00 | \$0.00 |
| 34 35 | ${ }_{\text {Change }}$ Onder $\# 3$ Peinting 3 |  |  |  |  | \$0.00 | ${ }^{005}$ | \$0.00 | \$0.00 |
| 36 | CRB \#3 Painting CRB \#4 Toilet Parritions - Cancelled | $\frac{513,2 \times 80}{}$ |  |  |  | \$0.00 | 0\%0 | \$13,388.00 | \$0.00 |
| 37 | CRB \#7 Girease Literceptor | \$109915.6. |  |  |  | \$0.00 | $0{ }^{0}$ | \$10914.00 | \$0.03 |
| 38 | CRH 112 Grease Pumping | \$6,264.00 |  |  |  | \$0.00 | 0 | \$6,264.00 | $\$ 0.00$ $\$ 0.00$ |
| 39 | CRB \#14 Premium Time | 315,387,00 |  |  |  | \$0.00 | 時 | \$15,587.00 | $\$ 0.00$ $\$ 0.00$ |
| 40 | CRB \#16 Tackboards and Anchor Bolts | S14, 16.6 ind |  |  |  | \$0.00 | ※ | \$1,066.00 | \$0.00 |
| 41 | CRB \#19 Path Of Travel Upgrades | 320,675:00 |  |  |  | \$0.00 | 08 | \$20,675.00 | \$0.00 |
| 42 | CRB \#20 Mop Sink, Condensate Line, Vents, Drywall, Siding | \$26,18100 |  |  |  | \$0.00 | 080 | \$26,151.00 | \$0.00 |
| 43 44 | CRB \#21 Access Panels, Thermostats, Thsulation, RFI 32, 18 CRB \#22 | Scictss00 |  |  |  | \$0.00. | 0 | \$6,445.00 | 80.00 |
|  | CRB \#22 Ritchen Hood MPS Relocation | \$19354.co |  |  |  | \$0,00 | 0 | \$1.954.00 | \$0.00 |
| TUTALS - URIGINAL CONTRACT |  | \$495,869.00 | \$495,869.00 | \$0.00 | S0.00 | \$495,869.00 | 0\% | 50.00 | S0.0.03 |
|  |  | \$180,789.00 | \$0.00 | \$28,260.00 | so.0 | \$228,260.00 | 15.63\% | 50.00 | $\$ 0.00$ 80.00 |
| TOTALS - CHANGE ORDERSTOTALS-ORIGINAL CONTRACT + CHANGE ORDERS |  | S676,658.00 | \$495,869,00 | \$28,260,00 | S0.00 | S524,129,60 | 77\% | \$152.529,00 | $\$ 0.00$ 80.00 |

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of Application and Certificate for Payment 4, Quincon, Inc. \$40,085.00
PREPARED BY:
Kristina Benson

## AGENDA SECTION:

$\qquad$ Reports $\qquad$ Consent X Action $\qquad$ First Reading $\qquad$ Information $\qquad$ Resolution

## SUMMARY:

Provided for your approval is the Application and Certificate for Payment 4, Quincon, Inc. for $\$ 40,085.00$
APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in accordance with the Contract. \$495,869.00 \$180,789.00 (Line 1 + 2).. $\mathbf{S 6 7 6 , 6 5 8 . 0 0}^{\text {S }}$ | TOTAL COMPLETED \& STORED TO DATE............. $\$ 564,214.00$ |
| :--- | (Column G on G 703 )

RETAINAGE:


## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED........................................ $40,085.00$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this
Aptach explanation if amount certified differs fiom the amount applied for. Initial all figures on this
Applon the Continuation Sheet that changed to conform to the amount certified.).
ARCHITECT:
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only
payment are without prejudice to any rights of the Owner or Contractor under this Contract.


## NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

| $\quad$ Identifying Information |
| :--- |
| Name of Claimant: Quincon, Inc. |
| Name of Customer: Shandon Joint Unified School District |
| Job Location: 301 South 1st Street, Shandon, CA 93461 |
| Owner: Shandon Joint Unified School District |
| Through Date: $10 / 30 / 2018$ |
| Conditional Waiver and Release |
| This document waives and releases lien, stop payment notice, and payment bond rights the claimant has |
| for labor and sevice provided, and equipment and material delivered, to the customer on this job through |
| the Through Date of this document. Rights based upon labor or service provided, or equipment or |
| material delivered, pursuant to a written change order that has been fully executed by the parties prior to |
| the date that this document is signed by the claimant, are waived and released by this document, unless |
| listed as an Exception below. This document is effective only on the claimant's receipt of payment from |
| the financial institution on which the following check is drawn: |

Maker of Check: Shandon Joint Unified School District
Amount of Check: $\$ 40,085.00$
Check Payable to: Quincon, Inc.

## Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: 01/28/2019
Amount(s) of unpaid progress payment(s): \$53.053.45
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and $(B)$ the right to recover compensation for work not compensated by the payment.



# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

## AGENDA ITEM TITLE:

Approval of Application and Certificate for Payment 5, Quincon, Inc. \$112,444 (Change Order 3)

## PREPARED BY:

Kristina Benson

## AGENDA SECTION:

__ Reports ___ Consent X__ Action__ First Reading ___ Information ___ Resolution

## SUMMARY:

Provided for your approval is the Application and Certificate for Payment 5, Quincon, Inc. for \$112,444.
APPLICATION AND CERTIFICATE FOR PAYMENT aia document g702


## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT the claimant has received payment.

## Identifying Information

Name of Claimant: Quincon, Inc.
Name of Customer: Shandon Joint Unified School District
Job Location: 301 South 1st Street, Shandon, CA 93461
Owner: Shandon Joint Unified School District
Through Date: 10/30/2018

## Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's recelpt of payment from the financial institution on which the following check is drawn:

Maker of Check: Shandon Joint Unified School District
Amount of Check: \$ 112,444.00
Check Payable to: Quincon, Inc.

## Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:01/28/2019
Amount(s) of unpaid progress payment(s): $\$ 40,085.00$
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and $(B)$ the right to recover compensation for work not compensated by the payment.

|  |  |
| :--- | :--- |
| Claimant's Signature: |  |
| Claimant's Title: Presidedt |  |
| Date of Signature: $01 / 28 / 2019$ |  |


| ( Schedule Of Values |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Shandon Elomentary School Kitchen Upirade |  |  |  | PMSMArchitecta |  |  |  | Shandon Joint Unitied School District |  |
| $\begin{gathered} \text { ITEM } \\ \text { NO. } \end{gathered}$ | DESCRIPTIUN OF WORK | SCHEDULED <br> value | WORK COMPLETED |  | MATERIALSPRESENTLYSTORED(NOT INDORE) | G ${ }^{\text {H }}$ |  | BALANC'ETO FINISH W/O RETAINAGE(C-G) | $\frac{\mathrm{J}}{\substack{\text { RETAINJGE } \\ 0 \%}}$ |
|  |  |  | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD |  | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | $\begin{gathered} \hline 1 / n \\ (\mathrm{G} / \mathrm{C}) \end{gathered}$ |  |  |
| 1 | Mubilisation, Bondiling, Lnsurance | \$20,359,00 | \$20.359.00 | 50.00 |  | \$20,359,00 | 100\% | \$0.00 | \$0.00 |
| $\stackrel{2}{2}$ | Demolition | \$65.590.00 | \$65.590.00 | S0.00 |  | \$65,590.00 | 100\% | \$0.00 | \$0.00 |
| 3 | Abalement | \$10,119.00 | \$10,119.00 | S0,00 |  | \$10,119.00 | 100\% | 50.00 | \$0.00 |
| 4 | U/G Utilitics | \$21,097.00 | \$21.097 mo | 50.00 |  | \$21,097,00 | 100\% | \$0.00 | \$0.00 |
| 5 | Concrete | \$11,557.00 | \$11.557.00 | S0.00 |  | \$11,557,00 | 100\% | \$0.00 | \$0.00 |
| 6 | CMU | \$1,800.00 | \$1,800.00 | S0.00 |  | \$1,800.00 | 100\% | \$0.00 | \$0.00 |
| 7 | Framing | \$35,107.00 | \$35.107.00 | S0. 00 |  | \$35,107,00 | 100\%/ | 80.00 | \$0.00 |
| 8 | Drywall Finsh | \$34,602.00 | \$34,602.00 | S0.00 |  | \$34,602.00 | 100\% | \$0.00 | \$0.00 |
| 10 | Diors | \$2,800.006 | S2,RDCa, (1) | situr |  | \$2,8000.00 | $1800 \% 6$ | \$10,00 | \$0,001 |
| 10 | FRP | \$5.123.00 | \$5,123.00 | so.00 |  | \$5,123.00 | 100\% | \$0.00 | \$0,00 |
| 11 | Flouring | $\$ 52,896.00$ $\$ 1555700$ | \$52.896.00 | 50.00 |  | \$52,896,00 | 100\% | \$0.00 | \$0.00 |
| 12 | Suspended Ceiling | \$15,552.00 | \$15,552.00 | \$0.00 |  | \$15,552,00 | 100\% | \$0.00 | 80.00 |
| $1+$ 15 | HVAC Electrical | $\$ 43,356.00$ $\$ 85,176 \times 8$ | $\$+3.356 .00$ $\mathbf{5 8 5 . 1 7 6 0 0}$ | 50.00 50.00 |  | \$43,356,00 | ${ }^{1009}$ | 50.00 | \$0.00 |
| 16 | Plumbing | \$ $57,638,00$ | 585.16300 $\$ 57,338.00$ | 50.00 S0.00 |  | $\$ 85,176,00$ $\$ 57,636.00$ $\$ 8760$ | $100 \%$ $100 \%$ | $\$ 0.00$ 5000 | \$0.00 |
| 17 | Fire Alism | \$27,614.00 | \$27,614,00 | S0.00 |  | \$27,514,00 | 10ek | \$0.00 | \$0.00 |
| 18 | Site Work/POT | \$5,483.00 | \$5.483.00 | So,00 |  | \$5,483.00 | 100\% | \$0.00 | \$50.00 |
| 21 | Change Order No. 1 |  |  |  |  |  |  | \$0.00 | \$0.00 |
| 22 | LRB \#1 Epuxy Flooring | \$11,705:00 | \$11,70s00 | S0,00 |  | \$11,705.00 | $1000 \%$ | \$0.00 | \$0.00 |
| 23 | CRB \#2 Kitchen Ceiling | \$16,555.00 | \$16,555.00 | 50.00 |  | \$16,555.00 | 100s\% | \$0.00 | \$0.00 |
|  | Change Order No. 1 CRE 45 UGi Pis |  |  |  |  | \$0.00 | 098 | \$0.00 | 50.00 |
| 25 | CRE 45 UG Pits CRB $\# 6$ Water/Gas Lines | \$11,179,00 | S12,3900 | 50.00 |  | \$11,179,00 | 10056 | 50.00 | 50.00 |
| $2 \sqrt{18}$ | CRB \#8 Floor Sink | \$3234.00 | \$234.00. | \$0.00 |  | $\$ 3,893.00$ $\$ 234$ | $100 \%$ | 80.00 80.00 | 580.05 |
| 27 |  | (8699, (0) | (8699900) | 50.00 |  | (\$699.00) | 10096 | 80.00 $\$ 0.00$ | $\$ 0.00$ $\$ 0.00$ |
| 28 | CRB \#10 Sewer Pipe | S28200 | \$2,89200 | so.00 |  | \$2,892.00 | 10036 | \$0,00 | \$0.00 |
| 29 | CRB \#II Addilional Abatentent | \$3,729.00 | 53,729.00 | S0.00 |  | \$3,729.00 | 10026 | 80.00 | 50.00 |
| 311 | CRB \#13 Additional Floor Sink | \$834.00, | S834,06 | S0.00 |  | \$ 834.00 | 100es | s0.(k) | \$0.00 |
| 31 | CRB \#15 Kitchen Backsplash/Additional Trim | SIS, 66300 | 514.16300 | 50.00 |  | \$14,165,00 | 100\% | suces | 50.00 |
| 32 | CRB \#17 Gas Lime | \$,400000 | \$1400,00 | S0.00 |  | \$1,400.00 | 100\% | \$0,00 | 50.00 |
| 33 | CRB 418 Electrical Upgrades | \$2,460.00 | 32.460 .000 | \$0.00 |  | \$2,460.00 | 100\% | 80.00 | 50.00 |
| 3 | Change Order No. 3 |  |  |  |  | \$0.00 | $0 \%$ | \$0.00 | \$0.00 |
| 35 36 | CRB \#3 Painting CRB \#4 Toilet Partitions - Cancelled | \$13.386.00 80.60 |  | \$13.388.00 |  | \$13,388 00 | 100\% | \$0,00 | \$0.00 |
| 37 | CRB \#4 Toilet Partitions - Cancelled CRB \#7 Grease luterceptor | \$10.914.00 |  | S0.00 |  | \$0.00 | 0\% | 50.00 | \$0.00 |
| 38 | CRH 112 Grease Pumping | \$ 36.264 .00 |  | \$10,914.00 $\$ 6,264.00$ |  | $\$ 10,914.00$ $\$ 6,26400$ | 10058 | 80.00 | \$0.00 |
| 39 | CRB \#14 Premium Time | 315,587.00 |  | \$15,587.00 |  | \$15,587.00 | 100\% | 80.00 $\$ 0.00$ | $\$ 0.00$ $\$ 0.00$ |
| 40 | CRB \#16 Tacklmards and Anchor Boils | \$150.tictio |  | \$11.066.00 |  | \$11,066.00 | 100\% | \$0.00 | \$0.00 |
| 41 | CRB \#19 Panh Of Travel Upgrades | \$230,675.000 |  | \$20,675.00 |  | \$20,675.00 | 100\% | 80.00 | \$0.00 |
| 42 | CRB \#20 Mop Sink, Condensate Line, Venrs, Drywall, Siding | \$26.131.09 |  | \$26,151.00 |  | \$26,151.00 | 100\% | \$0.00 | \$0.00 |
| 43 | CRB \#21 Access Panels, Thermostals, Thsulation, RFT 32, 18 | 86,445.00 |  | \$6.445.00 |  | 86,445.00 | 100\% | \$0.00 | \$0.00 |
| 44 | CRB \#22 Kircher Hood MPS Relocation | \$1,954.00 |  | \$1,954, (6) |  | \$1,954.00 | 100\% | \$0,00 | \$ 80.00 |
| TOTALS - ORIGINAL CONTRACTTOTALS - CHANGE ORDERS |  | \$495,869.00 | \$495,869.00 |  | \$0.00 | \$0.00 | 100\% | \$0.00 | $\begin{array}{r}\$ 0.00 \\ \$ 0.00 \\ \hline 8.00\end{array}$ |
|  |  |  |  | \$0.00 |  | \$495,869.06 |  |  |  |
| gotals - ORIGINAL CONTRACT + CHANGE ORDERS |  | \$676,6588.00 | \$564,214.00 | S112.444.00 | \$0.00 | \$180,789.00 | 100.00\% | \$0.00 | $\$ 0.00$ |



The scope of work will be modified only as herein specifically set forth and in all other respects remains unaltered:

Item \#1: Additional Painting Provide additional painting in kitchen and cafeteria areas, of CMU walls and door frames.

Reason: Requested by District.
Back-up: Contractor: PCO 1812-03
DSA: None.

| Change in Contract Sum for this item: | Increased | $\$$ | $13,888.00$ |
| :--- | :--- | :--- | ---: |
|  | Reduced $\$ 500$ | $\$$ | $13,388.00$ |
| Change in Contract Time for this item: | Increased | 5 Days |  |

Item \#2: Point of Contact for Site Sewer Provide point of contact for site sewer.
Reason; Sheet P-201 states to locate and connect to site sewer.
Back-up: Project team: PCO 1812-07
DSA: None.
Change in Contract Sum for this item:
Requesting \$3200 credit.
Change in Contract Time for this item:

| Increased |  |
| :--- | ---: | ---: |
| Reduced $\$ 3000$ | $13,914.00$ |
| Increased | $10,914.00$ |
|  | 5 Days |

Item \#3: Existing Grease Interceptor Remove existing grease interceptor to the extent required to allow placement of the new unit.

Reason: Requested by District.
Back-up: Project team: PCO 1812-12
DSA: None.

Change Order 2 Shandon Elementary School Kitchen Upgrade
October 03, 2018
Page 2 of 4

| Change in Contract Sum for this item: | Increased | $\$$ | $6,264.00$ |
| :--- | :--- | :--- | :--- |
| Change in Contract Time for this item: | Increased | 5 Days |  |

Item \#4: Extended Work Hours - Premium Time Provide Premium Time increase for contractor to begin working 6 days a week, 10 hours per day, effective 7-12-18.

Reason: Proposed work schedule to continue for 1.5 to 2 weeks, or as necessary to reach functional completion of the kitchen and cafeteria before school starts. Proposal to only include the difference in price from regular time to premium time.

Back-up: Project team: PCO 1812-14
DSA: None.

| Change in Contract Sum for this item: | Increased | $\$$ | $24,287.00$ |
| :--- | :--- | :---: | :---: |
| Requesting credit of $\$ 8700$. | Reduced $\$ 8700.00$ | $15,587.00$ |  |
| Change in Contract Time for this item: | Increased | 30 Days |  |

Item \#5: Additional Tackboards, Anchor Bolts, Bracing Provide new tackboard panels in cafeteria on East and West walls.

Reason: Requested by District.
Back-up: Project team: PCO 1812-16
DSA: None.


Item \#6: Path-Of-Travel Demo existing concrete and replace to meet ADA requirements.
Reason: Path of Travel updates required by DSA.
Back-up: Project team: PCO 1812-19 Rev1 10.05.2018, Rev 2 10.09.18
DSA: DSA Required, Sheet A-001, per DSA approval 9/12/2018.

| Change in Contract Sum for this item: | Increased | $\$$ |
| :--- | :--- | :--- |
| Change in Contract Time for this item; | Increased | 49 Days |

Item \#7: Mop Sink Provide gypsum board ceiling, level 2 finish above freezer area. Provide new louvered access panels to area above freezer from exterior. Install mop sink, faucet and hangers per plumbing drawing revisions. Provide permanent copper condensate drain from freezer area down to exterior drywell.

Reason: Requested by District.
Back-up: Project team: PCO 1812-20

Change Order 2 Shandon Elementary School Kitchen Upgrade
October 03, 2018
Page 3 of 4

DSA: None.

| Change in Contract Sum for this item: | Increased | $\$$ | $26,151.00$ |
| :--- | :--- | :--- | :--- |
| Change in Contract Time for this item: | Increased | 15 Days |  |

Item \#8: Repair Footing Install metal transition strip from epoxy to floor to vinyl walls, relocate Thermostat, Aluminum Corner Guards, Electrical changes, Wall Furring at electrical panel, Furring at kitchen ceiling, Install new registers.
Reason: Requested by District.
Back-up: Project team: PCO 1812-21R
DSA: None.
Change in Contract Sum for this item: Increased \$ 6,445.00 Change in Contract Time for this item: Increased 17 Days

Item \#9: Manual Pull Station Relocate Manual Pull Station per Engineer's Field Report dated 9/13/18. Rotate water heater to place controls out of path of travel per approved DSA drawings 36" clearance at door.

Reason: District Request and per Engineer's Field Report.
Back-up: Project team: PCO 1812-22 Requesting credit of $\$ 800$.
DSA: None.

Change in Contract Sum for this item:
Reduced \$800.00
Change in Contract Time for this item:

| Increased | $\$$ | $2,754.00$ |
| :--- | ---: | ---: |
| Reduced $\$ 800.00$ | 1954.00 |  |
| Increased | 8 Days |  |

## Summary of Change Order Items

| Item \#I | PCO 1812-03 | $\$ 13,388,00$ | 5 | Days |
| :--- | :--- | :--- | :--- | :--- |
| Item \#2 | PCO 1812-07 | $\$ 10,914.00$ | 5 | Days |
| Item \#3 | PCO 1812-12 | $\$ 6,264.00$ | 5 | Days |
| Item \#4 | PCO 1812-14 | $\$ 15,587.00$ | 30 | Days |
| Item \#5 | PCO 1812-16 | $\$ 11,066.00$ | 5 | Days |
| Item \#6 | PCO 1812-19R | $\$ 20,675.00$ | 49 | Days |
| Item \#7 | PCO 1812-20 | $\$ 26,151.00$ | 15 | Days |
| Item \#8 | PCO 1812-21R | $\$ 6445.00$ | 17 | Days |
| Item \#9 | PCO 1812-22 | $\$ 1954.00$ | 8 | Days |
| Net Change of All CO Items: | $\$ 112,444.00$ | 139 | Days |  |

Original Contract Sum:
Contract Sum prior to this Change Order:
Contract Sum is Increased by this Change Order by:
Contract Sum will be Increased to:
\$ 495,869.00
Contract Days will be Increased by:
Original Substantial Completion date:
Completion date prior to this Change Order:
New Completion date after this Change Order:
\$ 564,214.00
\$ 112,444.00
\$ 676,658.00
144 Days
August 18, 2018
August 28, 2018
February 13, 2019

Contractor and Owner acknowledge that the change in Contract Sum and Contract Time set forth above constitute the complete compensation and time extension for this change in the work including, but not limited to, Contractor's field and office overhead, profit and supervision and Owner's project expenses, inspection and administration costs.

Accepted by: QUINCON, INC.


Recommend Approval by:
19six ARCHITECTS

Authorized by: SHANDON JOINT UNIFIED SCHOOL DISTRICT

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

## AGENDA ITEM TITLE:

Approval of District Visions and Goals

## PREPARED BY:

Kristina Benson

## AGENDA SECTION:

$\qquad$ Reports $\qquad$ Consent X Action $\qquad$ First Reading $\qquad$ Information $\qquad$ Resolution

## SUMMARY:

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

The districts goals are to:

1. Increase attendance for all the district students.
2. Increase academic achievement for all students so that they are career and college ready.
3. Create a positive school climate.
4. Expand communication between district community, staff, and parents.

These goals were approved by SJUSD Board in November 8, 2016.

## SHANDON JOINT UNIFIED SCHOOL DISTRICT 3oard Policy <br> Goals for the School District

## BP 0200 <br> Philosophy, Goals, Objectives and Comprehensive Plans

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.
(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 9000 - Role of the Board)
In developing goals and identifying strategies to achieve those goals, the Board and Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs.

The district's goals are to:

1. Increase attendance for all district students.
2. Increase academic achievement for all students so that they are career and college ready.
3. Create a positive school climate.
4. Expand communication between district, community, staff, and parents.

Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052 , which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, and shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP). (Education Code 52060, 52062, 52063; 5 CCR 15497.5)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 6159 - Individualized Education Program)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)
The LCAP shall include a clear description of each goal, one or more of the state or local priorities addressed by the goal, any student subgroup(s) or school site(s) to which the goal is applicable, and expected progress toward meeting the goal for the term of the LCAP and in each year. (5 CCR 15497)

Each year the district's update to the LCAP shall review progress toward the goals and describe any changes to he goals. (Education Code 52060-52061)
(cf. 0500- Accountability)
(cf. 6190-Evaluation of the Instructional Program)

In addition to the goals identified in the LCAP, and consistent with those goals, the district and each school site may establish goals for inclusion in another district or school plan or for any other purpose. Such goals may address the improvement of governance, leadership, fiscal integrity, facilities, community involvement and collaboration, student wellness and other conditions of children, and/or any other areas of district or school operations. As appropriate, each goal shall include benchmarks or short-term objectives that can be used to determine progress toward meeting the goal.
(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0440 - District Technology Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)
${ }^{1}$, egal Reference:

## EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacher assignment

51002 Local development of programs based on stated philosophy and goals
51020 Definition of goal
51021 Definition of objective
51041 Evaluation of the educational program
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52050-52059 Public Schools Accountability Act, especially:
52052 Academic Performance Index; numerically significant student subgroups
52060-52077 Local control and accountability plan
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
64000-64001 Consolidated application process
CODE OF REGULATIONS, TITLE 5
15497 Local control and accountability plan template
UNITED STATES CODE, TITLE 20
6311 Accountability, adequate yearly progress
6312 Local educational agency plan

Management Resources:
'SBA PUBLICATIONS
tate Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013 WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov (3/03 7/08) 4/14
GAMUT Updated 10/15
SJUSD Board Approved: November 8, 2016

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

AGENDA ITEM TITLE:
Approval of Instructional Calendar for Upcoming School Year

## PREPARED BY:

Kristina Benson
AGENDA SECTION:
$\ldots$ Reports $\quad$ Consent $\quad \mathrm{X}$ Action___ First Reading ___ Information ___ Resolution

SUMMARY:
Provided for your approval of Instructional Calendar for Upcoming School Year 2019-2020, Option 1 and Option 2 (Thanksgiving week off).


## IMPORTANT DATES

```
JULY
    4 Independence Day Observed
AUGUST
    12-14 All Teachers Report - Staff Development
        15 First Day of School
```

SEPTEMBER
2 Labor Day
OCTOBER
1-3 Elementary (Only) Min Day - Elem Conferences
18 End of 1st Quarter for High School
NOVEMBER
8 End of 1st Trimester for Elementary
11 Veterans Day Holiday
26 Minimum Day
27 Local Holiday - In lieu of Admission Day
28-29 Thanksgiving Holidays
DECEMBER
19 End of 1st Semester
18-19 Minimum Days
12/20-1/3 Winter Break
24 Local Holiday
25 Christmas Day Observed
31 Local Holiday
TOTAL STUDENT DAYS: 180
TOTAL TEACHER WORKDAYS: 184

JANUARY

| 1 | New Year's Day Observed |
| ---: | :--- |
| 6 | School Resumes - Students Report |
| 20 | Martin Luther King. Jr. Day Observed |
| $21-23$ | Elem (Only) Min. Day - Elem. Conferences |

## FEBRUARY

10 Lincoln's Day Observed
17 Washington's Day Observed

MARCH
2 End of 2nd Trimester for Elementary
13 End of 3rd Quarter for High School

APRIL
4/5-4/19 Spring Break
10 Local Holiday

MAY
25 Memorial Day Observed

JUNE
2 Minimum Day
3 End of 3rd Trimester \& 2 Semester
3 Last Day of School (Minimum Day)
4 Teacher Work Day

Revised Dec. 17, 2018
Board Approved


$\bar{T}=$ Start/End School $11 \quad \Delta$ = Legal Holidays $\quad 21 \square$ = Local Recess $\quad 4 \quad$| $\square$ |
| :---: |

```
4 --.= Minimum Day, Elementary Only
```


## IMPORTANT DATES

```
JULY
    4 Independence Day Observed
AUGUST
    12-14 All Teachers Report - Staff Development
        15 First Day of School
SEPTEMBER
        2 Labor Day
OCTOBER
    1-3 Elementary (Only) Min Day - Elem Conferences
    18 End of 1st Quarter for High School
```

NOVEMBER

| 22 | Minimum Day |
| :--- | :--- |
| 27 | Local Holiday - In lieu of Admission Day |
| 28-29 | Thanksgiving Holidays |
| 25-29 | Thanksgiving Break |

DECEMBER
19 End of 1st Semester
18-19 Minimum Days
12/20-1/3 Winter Break
24 Local Holiday
25 Christmas Day Observed
31 Local Holiday
TOTAL STUDENT DAYS: 180
TOTAL TEACHER WORKDAYS: 184

TOTAL STUDENT DAYS: 180
TOTAL TEACHER WORKDAYS:

JANUARY

| 1 | New Year's Day Observed |
| ---: | :--- |
| 6 | School Resumes - Students Report |
| 20 | Martin Luther King, Jr. Day Observed |
| $21-23$ | Elem (Only) Min. Day - Elem. Conferences |

## FEBRUARY

10 Lincoln's Day Observed
17 Washington's Day Observed
MARCH
2 End of 2nd Trimester for Elementary
13 End of 3rd Quarter for High School
APRIL

| 4/5-4/19 | Spring Break |
| :---: | :---: |
| 10 | Local Holiday |

MAV
25 Memorial Day Observed
JUNE
$\begin{array}{ll}4 & \text { Minimum Day } \\ 5 & \text { End of 3rd Trimester \& } 2 \text { Semester } \\ 5 & \text { Lost Day of } 5 \text { chool (Minimum Day) }\end{array}$
5 Last Day of School (Minimum Day)
Teacher Work Day

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

AGENDA ITEM TITLE:
Approval of SJUSD Facilities Lease Agreement

## PREPARED BY:

Kristina Benson
AGENDA SECTION:
__ Reports ___ Consent X__ First Reading ___ Information ___ Resolution

## SUMMARY:

This lease agreement is made and executed by and between the SJUSD and SLO Sheriff's Office. Term of this Lease Agreement shall commence on July 1, 2018 and expire on June 30, 2019. This term may be extended by the mutual agreement of SJUSD and SLO Sheriff's Office.

## Facilities Lease Agreement

## Shandon Joint Unified School District

## 2018-2019 LEASE AGREEMENT

## San Luis Obispo County Sheriff's Office

This Lease Agreement is made and executed by and between the Shandon Joint Unified School District (SJUSD), hereinafter referred to as "Lessor"; and San Luis Obispo Sheriff's Office 1585 Kansas Ave San Luis Obispo, CA 93405 hereinafter referred to as "Lessee". Lessee hereby offers to utilize from Lessor the premises situated in the town of Shandon, County of San Luis Obispo, State of California, described below in accordance with the stated terms and conditions:

| Site | Sq. Feet | Monthly Rent | Annual |
| :--- | ---: | ---: | ---: |
| TTT Sq. Ft. office space <br> Maintenance \& Operations <br> Building | $\mathbf{x} \$ .0$ | 0 | 0 |
| Utilities \& Cleaning |  | 0 |  |
| TOTAL ANNUAL |  | 0 | 0 |

## 1. TERM

Term of this Lease Agreement shall commence on July 1, 2018 and expire on June 30, 2019. This term may be extended by the mutual agreement of Lessor and Lessee.

## 2. RENT

The annual rent for the term July 1, 2018 through June 30, $20 \underline{19}$ for Storage Space shall be $\$ . \underline{0}$ per square foot, per month for 12 months, totaling $\$ 0$. Payments are due upon invoice, which shall be sent in January and June. All rents shall be paid to Lessor at 101 South First St PO Box 79, Shandon, CA 93461.

## 3. UTILITIES

## N/A

## 4. ESCALATION OF ANNUAL RENT

## N/A

## 5. USE

The above described premises are to be used for the purpose of office space for a Deputy Sheriff assigned to Shandon.

## 6. USES PROHIBITED

Lessee shall not use any portion of the premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premise(s) of Shandon Joint Unified School District.

## 7. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the option of the Lessor, may terminate this Agreement.

## 8. ORDINANCES AND STATUTES

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any State or Federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.

## 9. MAINTENANCE, CUSTODIAL, REPAIRS, ALTERATIONS

Lessee acknowledges that the premises are suitable for material storage otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in clean, good and safe condition. Lessor will respond to problems reported by Lessee to the Lessor's Director of Operational Services at phone number, 805-238-0286, for maintenance problems in the areas of roofing, remote heating plants, piping and plumbing which bring water or hot water to Lessee. Any proposed structural or exterior modifications must first be submitted in writing to

Lessor for review and written approval, and such approval will not be unreasonably withheld. Except for modifications determined at the time of termination of this Agreement to be retained for the benefit of Lessor, Lessee shall surrender the premises at the termination hereof in good clean condition as received, normal wear and tear accepted.

## 10. ENTRY AND INSPECTION

Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice by contacting the Lessor at 805-238-0286 or by emailing kbenson@shandonschools.org.

## 11. INDEMNIFICATION OF LESSOR

Lessee agrees to defend, indemnify and save harmless, Lessor and its officers, agents, and employees from and against any and all claims, demands, liability, costs, expenses, damages, causes of action and judgments made and obtained by third parties or Lessee against Lessor which arise out of this Agreement, out of the performance or attempted performance of the provisions thereof, or Lessees' or third parties use of the premises, including but not limited to any act or omission to act by. Lessee or its agents, employees, invitees, students or independent contractors directly responsible to Lessee.

## 12. POSSESSION

If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Agreement if possession is not delivered within 30 days of the commencement of the term hereof.

## 13. INSURANCE

N/A

## 14. SIGNS

Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor and appropriate planning department, which consent by Lessor shall not be unreasonably withheld.

## 15. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed
to be abandoned, at the option of Lessor.

## 16. CONDEMNATION

If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Agreement shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his option, terminate this Agreement as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Agreement shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.

## 17. TRADE FIXTURES

Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

## 18. DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Agreement, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this Agreement continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Agreement may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Agreement whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this Agreement. In the event of any dispute between Lessor and Lessee with respect to the provisions hereof, the matter shall be settled by
arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

## 19. REMEDIES OF LESSOR ON DEFAULT

N/A

## 20. ATTORNEYS' FEES

In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

## 21. WAIVER

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

## 22. NOTICES

Any notice which either party may be required to give, shall be given by mailing the same, postage prepaid, to Lessee's Address at 1585 Kansas Ave, San Luis Obispo CA 93405, or Lessor's Address at 101 South First St Shandon, CA 93461, or at such other places as may be designated by the parties from time to time.

## 23. POSSESSORY INTEREST TAX

N/A

## 24. HEIRS, ASSIGNS, SUCCESSORS

This Agreement is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

## 25. AMENDMENTS AND MODIFICATIONS

Any changes to this Agreement requested either by the Lessor or Lessee may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

## 26. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of
competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

## 27. GOVERNING LAW

The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

## 28. TERMINATION

This Agreement shall terminate on the expiration date of the rental term without the necessity of notice from either party. Except in the event that the Lessor requires any of the leased school space for educational purposes, the Lessor may terminate this Agreement by giving written notice of 120 calendar days prior to the school fiscal year ending.

## ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

## LESSEE: SLO Sheriff's Office

## BY:

NAME: TBA
TITLE: TBA

DATE:

## DATE:

$\qquad$

## LESSOR: Shandon Joint Unified School

## District

## BY:

NAME: Kristina Benson
TITLE: Superintendent

DATE:

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

AGENDA ITEM TITLE:
Approval of Lozano Smith Attorneys at Law, Agreement for Legal Services

## PREPARED BY:

Kristina Benson

## AGENDA SECTION:

$\ldots$ Reports __ Consent $\quad \mathrm{X}$ Action ___ First Reading ___ Information ___ Resolution

## SUMMARY:

Provided for your approval is Lozano Smith Attorneys at Law Agreement for Legal Services.

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 16, 2019, between the SHANDON JOINT UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $\$ 1,000$ unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.
4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1\%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed $10 \%$ per annum.
5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with

Client. Unless otherwise instructed by Client, any such communications may include confidential information.
6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.
7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

## 8. TERMINATION.

a. Termination by Client. Client may discharge Attomey at any time, with or without cause, by written notice to Attorney.
b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.
c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.
9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.
10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

## 11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty ( 60 ) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 , et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.
b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. \& Prof. Code §§ 6200, et seq.).
c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall
make a good faith attempt to select an arbitrator and complete the arbitration within ninety ( 90 ) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.
d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.
12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.
13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.
14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.
15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.
16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

## SHANDON JOINT UNIFIED SCHOOL DISTRICT

## LOZANO SMITH, LLP

|  |  |
| :--- | :--- |
| Kristina Benson | Date |
| Superintendent |  |

## PROFESSIONAL RATE SCHEDULE FOR SHANDON JOINT UNIFIED SCHOOL DISTRICT

## 1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:
Partner** / Senior Counsel / Of Counsel \$ $260-\$ 295$ per hour

Associate \$ 200 - \$ 260 per hour

Paralegal / Law Clerk \$ 135-\$ 150 per hour
Consultant \$ 135-\$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300-\$350 per hour.


## 2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into $1 / 10(.10)$ hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

## 3. COSTS AND EXPENSES

In-office copying/electronic communication printing
Facsimile
Postage
Mileage
$\$ 0.25$ per page
\$ 0.25 per page
Actual Usage
IRS Standard Rate

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

## Regular Meeting of the Board of Trustees

 MEETING DATE: February 12, 2019
## AGENDA ITEM TITLE:

Approval of Resolution 2018-19-7 Resolution of the Board of SJUSD on 2/12/19, State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgement

PREPARED BY:
Kristina Benson

## AGENDA SECTION:

$\qquad$

## SUMMARY:

The State requires that the District's Governing Board acknowledge that State bond authority is depleted (Proposition 51 new construction is currently out, modernization is expected to run out soon). This allows the District to continue submitting funding applications while bond authority is exhausted.

RESOLUTION NO. 2018-19-7
RESOLUTION OF THE BOARD OF EDUCATION OF THE SHANDON JOINT UNIFIED SCHOOL DISTRICT

ON February 12, 2019,

## STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND BOND AUTHORITY ACKNOWLEDGMENT

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Shandon Joint Unified School District (the "District"), within San Luis Obispo County need to be constructed, reconstructed and modernized; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Rescue Union School District hereby acknowledges the following:
(1) the School Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.
(2) the School Board acknowledges that the State of California is not expected nor obligated to provide funding for the project(s) and the acceptance of the applications does not provide a guarantee of future State funding.
(3) the School Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted.
(4) the School Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's Approved Application(s) may be returned.
(5) the School Board acknowledges that they are electing to commence any pre-construction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities.

NOW, THEREFORE, BE IT RESOLVED, that the School Board accepts and acknowledges that the above language applies to funding applications submitted under the School Facility Program.

BE IT FURTHER RESOLVED, that in addition to the projects above, the School Board accepts and acknowledges the above language applies to funding applications submitted under the State School Facility Program for any other projects as necessary in the District.

ADOPTED, SIGNED, AND APPROVED this $\qquad$ day of $\qquad$ , 2019.

BOARD OF EDUCATION OF THE Shandon Joint Unified School District
$B y:$ $\qquad$

Attest:

Clerk

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

## AGENDA ITEM TITLE:

Approval of Resolution 2018-19-8 Resolution of the Board of Education of the SJUSD on 2/12/2019, Resolution in the Matter of Support of Application to Sign Applications for Eligibility Determination and Funding Authorization to Sign Applications and Associated Documents

## PREPARED BY:

Kristina Benson

## AGENDA SECTION:

$\ldots$ Reports ___ Consent $\quad \mathrm{X}$ Action___ First Reading ___ Information ___ Resolution

## SUMMARY:

The District's Governing Board approves the District's participation in the SFP (eligibility, projects, etc.)

RESOLUTION NO. 2018-19-8
RESOLUTION OF THE BOARD OF EDUCATION OF THE SHANDON JOINT UNIFIED SCHOOL DISTRICT ON 2/12/2019,

## RESOLUTION IN THE MATTER OF SUPPORT OF APPLICATIONS FOR ELIGIBLITY DETERMINATION AND FUNDING AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS

WHEREAS, Shandon Joint Unified School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code, and/or any other State or Federal facility funding programs; and

WHEREAS, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Shandon Joint Unified School District Board of Education and signatures of the Shandon Joint Unified School District Administration; and

WHEREAS, Shandon Joint Unified School District wishes to submit applications for eligibility determination and funding for programs including, but not limited to, modernization, new construction, financial hardship, facility hardship, seismic, joint-use, overcrowding relief grant, career technical education, charter school, and/or any other State or Federal facility funding programs;

WHEREAS, Shandon Joint Unified School District wishes to submit applications for eligibility and funding as necessary at all existing and future school sites within Shandon Joint Unified School District;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Shandon Joint Unified School District Board of Education is in support of any necessary applications and that the individuals identified below are authorized to sign all documents and papers associated with eligibility and applications for funding:

1. Kristina Benson, Superintendent/Principal

Enacted this February 12, 2019 by the Shandon Joint Unified School District Board of Education by the following vote:

AYES:
NOES:
ABSENT:

Date: $\qquad$
Kristina Benson Shandon Joint Unified School District

## CERTIFICATION

I, Kate Twisselman, certify that the foregoing is a correct copy of a resolution passed and adopted by the Shandon Joint Unified School District on February 12, 2019.

Date: $\qquad$

Kate Twisselman
Secretary/Clerk

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

## Regular Meeting of the Board of Trustees

MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of First Reading of BP 0420 School Plans/Site Councils

## PREPARED BY:

Gabriela Gavilanes

## AGENDA SECTION:

$\qquad$

SUMIMARY:
Policy updated to reflect NEW LAW (AB 716) which renames the single plan for student achievement as the school plan for student achievement (SPSA), authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA, and authorizes the use of the SPSA to satisfy the requirement for a school improvement plan when a school is identified for targeted or comprehensive support. Regulation updated to reflect AB 716 which eliminates the authority to use a school advisory committee other than a school site council to develop the SPSA, allows certain small schools to share a school site council, requires a needs assessment to identify school goals, and, if applicable, requires consultation with the school's English learner advisory committee on review of the SPSA.

## SHANDON JOINT UNIFIED SCHOOL DISTRICT

## Board Policy

School Plans/Site Councils

## BP0420

Philosophy, Goals, Objectives and Comprehensive Plans

***Note: The following optional policy may be revised to reflect district practice.***
The Governing Board believes that comprehensive planning that is aligned with the district's local control and accountability plan (LCAP) is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0415 - Equity)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
***Note: Pursuant to Education Code 64000, the district may submit a consolidated application to the California Department of Education (CDE) to apply for federal categorical funds and/or state categorical programs that are not funded through the local control funding formula. As a condition of receiving such funds, Education Code 64001, as amended by AB 716 (Ch. 471, Statutes of 2018), requires each school to consolidate all of the plans that are required by these programs into a school plan for student achievement (SPSA), unless otherwise prohibited by law. If these programs do not require a plan, the Governing Board may require a school that participates in any program included on the consolidated application to develop an SPSA. ***
***Note: Pursuant to Education Code 64001, each school preparing an SPSA must have the SPSA developed and approved by a school site council. Education Code 65000-65001, as added by AB 716, contain requirements for the establishment and membership of school site councils; see the accompanying administrative regulation.***
***Note: For additional information regarding the development and content of the SPSA, see the accompanying administrative regulation and CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, available on its web site. Education Code 64001 provides that, although SPSAs are not required to be submitted as part of the consolidated application, they will be reviewed by CDE during the Federal Program Monitoring process. ${ }^{* * *}$
***Note: Pursuant to Education Code 64001, districts with a single school may instead utilize the local control and accountability plan (LCAP) to serve as the SPSA if the LCAP meets certain federal planning and stakeholder requirements. ${ }^{* * *}$

Each distriet sehool shall establish a sehool-site council in accordance-with Education Code 52852 and theaceompanying administrative regulation to develop, review, and approve-sehool plans.

For any-school that participates in specified state and/or federal categorical programs, the sehool site council or other school wide advisory committee shall conselidate the plans required for these categorieal programs inte a single plan for student achievement (SPSA). (Edueation Code 64001)

Each district school that participates in one or more federal and/or state categorical programs funded through the state's consolidated application process pursuant to Education Code 64000 shall establish a school site council in accordance with Education Code 65000-65001. The school site council shall develop, approve, and annually review and update a school plan for student achievement (SPSA) which consolidates the plans required for those categorical programs into a single plan, unless otherwise prohibited by law. (Education Code 64001)

```
(ef.0520.2 Title I Program Improvement Schools)
(cf. 1220-Citizen Advisory Committees)
(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6190-Evaluation of the Instructional Program)
```

***Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 52062, there must be consistency between a school's SPSA and specific actions included in the district's LCAP. For more detailed requirements of the LCAP, see BP/AR 0460 - Local Control and Accountability Plan. ***

As appropriate, a sehool may ineorporate any other seheol program into the SPSA. (Education Code 64001)
The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. The Superintendent or designee shall also ensure consistency between the specific actions included in the district's local control and accountability plan and the strategies identified in each school's SPSA.

He/she shall alse ensure that specific actions included in the distriet's LCAP are consistent with the strategies identified in each seheol's SPSA.
***Note: Education Code 64001, as amended by AB 716, requires the Board to review and approve a school's SPSA whenever there are material revisions affecting the academic programs for students participating in the categorical programs. Although not explicitly required by law, it is recommended that the Board also review the initial plan. ${ }^{* * *}$

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the

SPSA is consistent with district loeal improvement plans required as a condition of receiving federal funding. (Edueation Code 64001)

If the Board does not approve a school's SPSA Whenever the Board does not approve a sehool's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 64001 52855)
***Note: The following optional paragraph may be revised to reflect district practice..***
The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the school site council.
***Note: Education Code 64001, as amended by AB 716, authorizes a school identified for targeted or comprehensive support pursuant to 20 USC 6303 to use its SPSA to satisfy the requirement for a school improvement plan. ${ }^{* * *}$

The SPSA may serve as the school improvement plan required when a school is identified for targeted or comprehensive support pursuant to 20 USC 6303. (Education Code 64001)
(cf. 0500 - Accountability)
***Note: Education Code 64001, as amended by AB 716, provides that complaints alleging noncompliance with requirements pertaining to school site councils or the SPSA may be addressed through the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. ***

Any complaint alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA may be filed with the district in accordance with the district's uniform complaint procedures pursuant to 5 CCR 4600-4670 and BP/AR 1312.3-Uniform Complaint Procedures. (Education Code 64001)
(cf. 1312.3-Uniform Complaint Procedures)
Legal Reference:
EDUCATION CODE
52-53 Designation of schools
33133 Information guide for school site councils
35147 Open meeting laws exceptions
52060-52077 Local control and accountability plan
52176 English learner advisory committees
56000-56867 Special education
64000 Categorical programs included in consolidated application
64001 School plan for student achievement, consolidated application programs
65000-65001 School site councils
CODE OF REGULATIONS, TITLE 5
3930-3937 Compliance plans
4600-4670 Uniform complaint procedures

11308 English learner advisory committees
UNITED STATES CODE, TITLE 20
6303 School improvement
6311 State plan
6314 Schoolwide programs; schoolwide program plan
6421-6472 Programs for neglected, delinquent, and at-risk children and youth
6601-6651 Teacher and Principal Training and Recruitment program
6801-7014 Limited English proficient and immigrant students
7101-7122 Student Support and Academic Enrichment Grants
7341-7355c Rural Education Initiative

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014
WEST ED PUBLICATIONS
California Healthy Kids Survey
California School Climate Survey
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education: http://www.ed.gov

WestEd: http://www.wested.org
(8/13 7/15) 12/18
SJUSD Board Approved: January 10, 2017

## AGENDA ITEM TITLE:

Approval of First Reading of AR 0420 School Plans/Site Councils

## PREPARED BY:

Gabriela Gavilanes

## AGENDA SECTION:

$\ldots$ Reports__ Consent X__ Action__ First Reading__ Information ___ Resolution

## SUMMARY:

Policy updated to reflect NEW LAW (AB 716) which renames the single plan for student achievement as the school plan for student achievement (SPSA), authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA, and authorizes the use of the SPSA to satisfy the requirement for a school improvement plan when a school is identified for targeted or comprehensive support. Regulation updated to reflect AB 716 which eliminates the authority to use a school advisory committee other than a school site council to develop the SPSA, allows certain small schools to share a school site council, requires a needs assessment to identify school goals, and, if applicable, requires consultation with the school's English learner advisory committee on review of the SPSA.

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Administrative Regulation<br>School Plans/Site Councils

## AR 0420 <br> Philosophy, Goals, Objectives and Comprehensive Plans

***Note: The following optional administrative regulation may be revised to reflect district practice. ***

## School Site Councils

***Note: Pursuant to Education Code 64001, each school participating in a federal or state categorical program which is funded through the state's consolidated application and requires a school plan for student achievement (SPSA) must establish a school site council that meets the requirements of Education Code 65000-65001, as added by AB 716 (Ch. 471, Statutes of 2018). The school site council is responsible for developing and reviewing the SPSA; see section "School Plan for Student Achievement" below. AB 716 eliminated the authority for another school advisory committee or school group to serve as the school site council for a school that operates a program requiring an SPSA..***
***Note: Pursuant to Education Code 65000, a school site council must generally include members from all of the categories listed in items \#1-5 below, as applicable. However, pursuant to Education Code 65001, a school with a student population of less than 300 may operate a school site council which includes at least one representative from items \#1-3 and at least one from items \#4-5, provided there is parity between staff and non-staff members and the Governing Board has obtained approval from its local bargaining unit. Education Code 65001 also provides that schools with a common site administration may operate a shared school site council if the school has a student population of less than 300, and up to three schools with a combined student population of less than 1,000 may operate a shared school site council if the schools either share a campus or have geographic proximity to one another with similar student populations. Any shared school site council must meet the requirements of Education Code 65000 with regard to the composition of the council. Districts with any schools meeting these criteria may revise the following section accordingly. .**
***Note: For information about the organization of the school site council, including sample school site council bylaws that address duties, membership, officers, subcommittees, and meetings, see the California Department of Education's (CDE) publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, available on CDE's web site. ***

Each school shall have a school site council composed of the following: (Education Code 52852)

1. The principal
2. Classroom teachers at the school, selected by the classroom teachers at the school Teachers selected by the sehool's teachers
3. Other school personnel who are not teachers, selected by the school's other personnel who are not teachers
4. Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school
***Note: Education Code 65000 requires that secondary schools include students on their school site council. Pursuant to Education Code 52 and 53, secondary schools include high schools and junior high schools. CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council advises that middle schools may include student representation on the school site council at the district's discretion. If the district decides to include middle school or $K-8$ students on the school site council, then such councils must meet the composition required of secondary schools.***
5. If the school is a secondary school, students attending the school selected by other such students

## (cf. 0450 - Comprehensive Safety Plan)

Half of the school site council membership shall consist of school staff, in the categories listed in items \#1-3 above the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parent/guardian and/or community members. For a secondary school site council, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852) community members, and/or students. (Education Code 65000)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852 65000)
***Note: The method of selecting members of school site councils is not specified in law, except that members must be chosen by peers as noted above. No additional membership qualifications may be required. CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council suggests that the selection process may be addressed in Board policy or in bylaws of the school site council. The following optional paragraph may be revised to reflect district practice..***

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination and equity.
***Note: Pursuant to Education Code 35147, school site councils are exempt from open meeting law requirements (the Brown Act), but must comply with other, less complex procedural requirements as specified; see AR 1220-Citizen Advisory Committees. Education Code 35147 has not yet been amended for consistency with $A B 716$, which repealed Education Code 52852 and moved the requirements related to school site councils to Education Code 65000-65001. ***

Sehool site councils may function on behalf of other committees in accordance with law. (Edueation Code52176,$54425 ; 5$ CCR 3932)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

$$
\text { Page } 2 \text { of } 6
$$

(cf. 1220 - Citizen Advisory Committees)
School Single-Plan for Student Achievement
***Note: The following section reflects requirements pertaining to the development of the SPSA required for the state and federal categorical programs included in the consolidated application. CDE has developed a template for the SPSA, available on its web site, to help schools meet plan requirements. ***

The school site council shall develop and annually review and update an SPSA that addresses all federal and/or state categorical programs in which the school participates pursuant to Education Code 64000. (Education Code 64001)

Any district school that shall participate in any state or federal categorical program speeified in Edueation Code64000 on an ongoing basis shall have a sehool site council which shall approve and annually review and updatea single plan for student achievement (SPSA). If the school does not have a school site council, theseresponsibilities shall be fulfflled by a sehoolwide advisory group or school support group conforming to theeomposition requirements of the school site councill listed in the section "Sehool Site Councils" above. (Education Code 64001)
(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
***Note: Pursuant to Education Code 64001, as amended by AB 716, the SPSA must be developed with the review and advice of the school English learner advisory committee, if required. Education Code 52176 and 5 CCR 11308 require each school with more than 20 English learners to establish a school-level advisory committee on which parents/guardians of such students constitute membership in at least the same percentage as their children represent of the total number of students in the school. See AR 6174 - Education for English Learners. ***
(ef. 6184 Continttation Education)

The SPSA shall be developed with the review, advice, and certification of the school English learner advisory committee, if required of any applicable sehool advisery committees. (Education Code 64001)
***Note: The following optional paragraph may be revised to reflect district practice. ***
Other school and district committees, including, but not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP), advisory committee established for special education programs, and Western Association of Schools and Colleges leadership teams, may also be consulted on the content of the plan.

Such groups may include, but are not limited to, a parent advisory committee established to review and eomment on the district's local control and aecountability plan (LCAP); advisory committees established for

English learner and special edueation programs; Western Asseciation of Sehools and Colleges leadership teams; district or sehool liaisen teams for sehools identified for program improvement; and other committeesestablished by the seheol or district.
(cf. 0460 - Local Control and Accountability Plan)
(ef. 0520.2 Title I Program Improvement Sehools)
(cf. 6190 - Evaluation of the Instructional Program)
***Note: As amended by AB 716, Education Code 64001 requires the school site council to administer a comprehensive needs assessment that forms the basis of the goals in the SPSA. If any district schools are not participating in any state or federal categorical program that requires a plan but the Board requires them to develop an SPSA, the Board may determine the extent to which the needs assessment is applicable and the following paragraph may be revised accordingly. ***

Before developing the content of the SPSA, the school site council shall conduct a comprehensive needs assessment pursuant to 20 USC 6314, including an analysis of verifiable state data consistent with the state priorities specified in Education Code 52060 and the indicators in the state accountability system. The school may consider any other data developed by the district to measure student outcomes. (Education Code 64001)

The SPSA shall be aligned with the district's LCAP and sehool geals for improving student achievement. Seheol goals shall be based on an analysis of verifiable state data identified pursuant to law, and may considerany other data developed by the distriet to meastre student achievement. (Eduration Code 52062,64001)
(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(ef. 6162.52 High School Exit Examination)
The SPSA shall, include all of the following a minimum: (Education Code 64001)

1. Goals to improve student outcomes, including goals that address the needs of student groups as identified through the needs assessment. Address how funds provided to the school through speeifiedeategorical programs will be used to improve the reademic performance of all-students to the level of the performance goals established by law
2. Evidence-based strategies, actions, or services. Identify the means of evaluating the seheol's progresstoward aceomplishing these goals
3. Proposed expenditures based on the projected resource allocation from the district to address the findings of the needs assessment, including identifying resource inequities, which may include a review of the district's budgeting, the LCAP, and school-level budgeting, if applicable
Identify how state and federal law governing the categorical programs will be implemented
***Note: CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council clarifies that the SPSA must address all plan components required for individual categorical programs covered by the SPSA. ***

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.

The school site council shall approve the proposed SPSA at a meeting for which public notice has been posted. Whenever there are material revisions to the SPSA which affect the academic programs for students participating in applicable programs, the SPSA shall be submitted to the Governing Board for review and approval at a regularly scheduled Board meeting. (Education Code 35147, 64001)

In developing or revising the SPSA, the school site council or other sehoolwide advisory group or sehool suppert group shall:

1. Analyze student achievement data. Using measures of student academic performanee, the scheol shallidentify signifieant patterns of low performance in partieular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as mest informative and relevant to sehool goals.
2. Assess the effectiveness of the sehool's instructional program in relation to the analysis of student data:
3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. Sehool goals shall refleet the needs identified at the sehool site while aligning with goals identified in federally required district plans. The sehool shall specify the student group(s) on which each goal is foeused, the methedsor practices that will be used to reach the goal, and the criteria that will be used to determine if the goal isachieved.
4. Define timelines, persennel respensible, propesed expenditures, and funding sources to implement theSPSA.

The sehool site council or other sehoolwide group shall approve the proposed SPSA at a meeting for which public notice has been pested and then submit the SPSA to the Governing Board for approval. (EducationCode 35147, 64001)
***Note: Pursuant to Education Code 64001, as amended by AB 716, the SPSA must include a process for evaluating and monitoring the implementation of the SPSA and progress toward accomplishing the goals set forth in the SPSA. CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council contains an annual evaluation tool to assist school site councils in assessing the effectiveness of the plan. ${ }^{* * *}$

The school site council or other sehoelwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, advisory committees, and other interested parties regarding progress toward school goals.

The school site council or other sehoolwide group may amend the SPSA at any time through the same process required for the annual update of the plan. Any revisions that would substantively change the academicprograms funded through the consolidated application shall be submitted to the Board for approval.

GAMUT 12/18
SJUSD Board Approved: December 10, 2016

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of First Reading of BP 0450 Comprehensive Safety Plan

## PREPARED BY:

Gabriela Gavilanes

## AGENDA SECTION:

__ Reports ___ Consent $\quad \mathrm{X}$ Action__ First Reading ___ Information ___ Resolution

## SUMMARY:

(BP/AR revised) Policy updated to reflect NEW LAW (AB 1747) which requires the California Department of Education (CDE) to post a compliance checklist for developing the comprehensive safety plan and best practices related to reviewing and approving the plan, and requires districts to share their approved comprehensive safety plans with local law enforcement, the fire department, and other first responder entities. Regulation updated to reflect AB 1747, which adds requirements to consult with the fire department and other first responders in developing safety plans and to develop procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions.
See BP 0450
See AR 0450

## Shandon Joint Unified School District <br> Board Policy

## BP 0450 <br> Philosophy-Goals-Objectives and Comprehensive Plans

## Comprehensive Safety Plan

***Note: Pursuant to Education Code 32280-32289, districts are responsible for ensuring that a comprehensive safety plan with specified components is in place for each district school. As amended by $A B$ 1747 (Ch. 806, Statutes of 2018), Education Code 32282 requires the California Department of Education (CDE) to post on its web site a compliance checklist for developing comprehensive safety plans, and Education Code 32288 requires CDE to post best practices for reviewing and approving the plans. Beginning in the 201819 school year, comprehensive safety plans will be audited through the annual audits required by Education Code 41020 to ensure that they are updated and approved by March I of each year.***

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3515-Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.41 - Use of Seclusion and Restraint)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.3-Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 0420 - Seheol Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
***Note: Pursuant to Education Code 32281 and 32286 , each school is required to adopt a comprehensive safety plan (Option 1 below). However, districts with an average daily attendance (ADA) of 2,500 or less are authorized by Education Code 32281 to develop a district wide safety plan in lieu of developing school plans; thus, those districts may select either Option 1 or 2 to reflect district practice. Any district may choose to develop both district and school plans. ***

OPTION 1: (Districts with more than 2,500 ADA, and districts with 2,500 or less ADA that choose to develop school site plans)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

## (cf. 0420 - School Plans/Site Councils)

(cf. 1220-Citizen Advisory Committees)
The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The Superintendent or designee-shall oversee the development of a distrietwide comprehensive

## OPTION 2: (Districts with 2,500 or less ADA that choose to develop a districtwide plan)

The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)
***Note: The following two paragraphs apply to all districts. Education Code 32286 requires that the school site council review and update the comprehensive safety plan by March 1 of each year. In districts with ADA of 2,500 or less that choose to develop a districtwide plan in accordance with Option 2 above, the Superintendent or designee may conduct the annual review..**
***Note: Pursuant to Education Code 32288, the updated plan(s) must be submitted to the district for approval. The Governing Board may choose to delegate to the Superintendent or designee the responsibility to review and approve the updated plans, but the Board remains responsible for ensuring compliance with the law. ***

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.
(cf. 0500 - Accountability)
(cf. 9320 - Meetings and Notices)

[^0]Page 2 of 5

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

## Tactical Response Plan

***Note: The following section is optional. Pursuant to Education Code 32281, the Board may, after consulting with law enforcement officials, elect to have the district, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury.***

Notwithstanding the process described above, any portion of a comprehensive safety plan that-includes addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

## Public Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)
(cf. 1340 - Access to District Records)
***Note: The following paragraph is optional. Pursuant to Education Code 32281, the Board may choose to prohibit disclosure of those portions of the comprehensive safety plan that include tactical responses to criminal incidents. ${ }^{* * *}$

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.
***Note: Education Code 32281, as amended by AB 1747, adds a requirement to share the comprehensive safety plans with the following entities. ${ }^{* * *}$

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
32260-32262 Interagency School Safety Demonstration Act of 1985
32270 School safety cadre
32280-32289 School safety plans
32290 Safety devices
35147 School site councils and advisory committees
35183 School dress code; uniforms
35291 Rules
35291.5 School-adopted discipline rules

41020 Annual audits
35294.10-35294.15-Sehool Safety and Violence Prevention Act

48900-48927 Suspension and expulsion
48950 Speech and other communication
49079 Notification to teacher; student act constituting grounds for suspension or expulsion
67381 Violent crime
GOVERNMENT CODE
54957 Closed session meetings for threats to security
PENAL CODE
422.55 Definition of hate crime
626.8 Disruptions

11164-11174.3 Child Abuse and Neglect Reporting Act
CALIFORNIA CONSTITUTION
Article 1, Section 28(c) Right to Safe Schools
CODE OF REGULATIONS, TITLE 5
11987-11987.7 School Community Violence Prevention Program requirements
11992-11993 Definition, persistently dangerous schools
UNITED STATES CODE, TITLE 20
7111-7122 Student Support and Academic Enrichment Grants
7912 Transfers from persistently dangerous schools
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
Management Resources:
CSBA PUBLICATIONS
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex
Discrimination, July 2016
Safe Schools: Strategies for Governing Boards to Ensure Student Success, October 2011
Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming
Students, Policy Brief, February 2014
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Safe Schools: A Planning Guide for Action, 2002
FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS
Uniform Crime Reporting Handbook, 2004
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School
Climates, 2004
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss
California Governor's Office of Emergency Services: http://www.caloes.ca.gov
California Healthy Kids Survey: http://chks.wested.org
Centers for Disease Control and Prevention: http://www.cdc.gov/ViolencePrevention
Federal Bureau of Investigation: http://www.fbi.gov
National Center for Crisis Management: http://www.schoolcrisisresponse.com
National School Safety Center: http://www.schoolsafety.us
U.S. Department of Education: http://www.ed.gov
U.S. Secret Service, National Threat Assessment Center: http://www.secretservice.gov/protection/ntac
(3/08 11/11) 7/16 12/18
SJUSD Board Approved: January 10, 2017

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

## AGENDA ITEM TITLE: <br> Approval of First Reading of AR 0450 Comprehensive Safety Plan

## PREPARED BY:

Gabriela Gavilanes

## AGENDA SECTION:

$\ldots$ Reports ___ Consent $\quad \mathrm{X}$ Action ___ First Reading ___ Information ___ Resolution

## SUMMARY:

(BP/AR revised) Policy updated to reflect NEW LAW (AB 1747) which requires the California Department of Education (CDE) to post a compliance checklist for developing the comprehensive safety plan and best practices related to reviewing and approving the plan, and requires districts to share their approved comprehensive safety plans with local law enforcement, the fire department, and other first responder entities. Regulation updated to reflect AB 1747, which adds requirements to consult with the fire department and other first responders in developing safety plans and to develop procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions.
See BP 0450
See AR 0450

# Shandon Joint Unified School District Administrative Regulation 

AR 0450<br>Philosophy- Goals- Objectives and Comprehensive Plans

## Comprehensive Safety Plan

***Note: The following optional administrative regulation should be revised to reflect district practice. .***
***Note: Pursuant to Education Code 234.5, the California Department of Education (CDE) has posted on its web site a list of statewide resources for youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying, and youth affected by gangs, gun violence, and psychological trauma caused by violence at home, at school, and in the community. ${ }^{* * *}$

Development and Review of Comprehensive School Safety Plan
***Note: The following section reflects requirements for the development of site-level comprehensive safety plans pursuant to Education Code 32280-32289 and is for use by districts that selected Option 1 in the accompanying Board policy. Districts with an average daily attendance (ADA) of 2,500 or less that selected Option 2 in the accompanying Board policy (i.e., that have developed a districtwide comprehensive safety plan applicable to all school sites in lieu of individual site plans, as authorized by Education Code 32281) should omit this section. ${ }^{* * *}$
***Note: As amended by AB 1747 (Ch. 806, Statutes of 2018), Education Code 32281 requires school site councils to consult with the fire department and other first responders, in addition to local law enforcement, in the writing and development of comprehensive safety plans. ***

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council also shall consult with other school site councils and safety committees. (Education Code 32281, 32282)
(cf. 0420 - School Plans/Site Councils)
The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
***Note: Item \#5 below may be modified to specify other groups or individuals who will be represcnted on the Page 1 of 8
committee. For example, the committee might include representatives of social service agencies, other city or county agencies, health care and emergency service providers, community-based organizations, and/or students. ***
5. Other members, if desired
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor Advisory President
2. A representative of the local school employee organization
3. A representative of each parent organization at the school, including the parent teacher association and parent teacher clubs
(cf. 1230 - School-Connected Organizations)
4. A representative of each teacher organization at the school
(cf. 4140/4240/4340-Bargaining Units)
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations
(cf. 1700 - Relations Between Private Industry and the Schools)

## Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)
***Note: The following optional paragraph may be revised to reflect district practice. In assessing the current status of school crime as required by Education Code 32282, districts may contract with a consultant, work with local law enforcement, develop their own local assessment, and/or use available instruments such as the California Healthy Kids Survey or the Centers for Disease Control and Prevention's Youth Risk Behavior Survey.***

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.
(cf. 0500 - Accountability)
(cf. 0510 - School Accountability Report Card)
***Note: Education Code 32282 requires that the following components be included in the districtwide and/or school site safety plan. The district may expand this list to require other components at its discretion.***

The plan-alse shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164
(cf. 5141.4 - Child Abuse Prevention and Reporting)
2. Routine and emergency disaster procedures including, but not limited to:
a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act
(cf. 6159 - Individualized Education Program)
> ***Note: Education Code 32282 requires districts to incorporate earthquake emergency procedures into the comprehensive safety plan, as specified in items \#2b and \#2c below. See BP/AR 3516-Emergencies and Disaster Preparedness Plan and AR 3516.3-Earthquake Emergency Procedure System for further details about required components of these procedures. As amended by AB 1747, Education Code 32282 requires CDE to provide guidance to districts in regard to the contents of school building disaster plans. ***
b. An earthquake emergency procedure system in accordance with Education Code 32282
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)
c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
(cf. 1330 - Use of School Facilities)
(cf. 3516.1 - Fire Drills and Fires)
(cf. 3516.2 - Bomb Threats)
(cf. 3516.5 - Emergency Schedules)
(cf. 3543 - Transportation Safety and Emergencies)
3. Policies pursuant to Education Code 48915 (d) for students who commit an act listed in Education Code 48915 (c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
(cf. 4158/4258/4358 - Employee Security)
${ }^{* * *}$ Note: Education Code 234.1 requires the Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and requires school personnel who witness such acts to take immediate steps to intervene when safe to do so; see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3-Nondiscrimination/Harassment. In addition, the district's complaint process must include a timeline for investigating and resolving complaints and an appeals process; see $B P / A R$ 1312.3 - Uniform Complaint Procedures. ***
***Note: Education Code 234.4, as amended by AB 2291 (Ch. 491, Statutes of 2018), requires districts to adopt, by December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. See BP 5131.2-Bullying.***
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3- Uniform Complaint Procedures)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
(cf. 5132 - Dress and Grooming)
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
(cf. 5142 - Safety)
8. A safe and orderly school environment conducive to learning
(cf. 5137 - Positive School Climate)
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
(cf. 5144 - Discipline)
***Note: Pursuant to Education Code 32282, as amended by AB 1747, schools are required to include in their comprehensive safety plans procedures for conducting tactical responses to criminal incidents, as specified in item \#10. Such procedures must be based on the specific needs and context of each school and community. ***
***Note: Pursuant to Education Code 32281, the Governing Board may elect to have district administrators, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury; see the accompanying Board policy.***

## 10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

${ }^{* * *}$ Note: The following components are optional and should be revised to reflect district practice. ***
Among the strategies for providing a safe environment, the school safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
***Note: Education Code 32282 and 32261 encourage, but do not require, all comprehensive safety plans to include policies and procedures aimed at the prevention of bullying, as defined in Education Code 48900(r).***
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyber bullying, as well as behavioral expectations and consequences for violations
(cf. 5113 - Absences and Excuses)
(cf. 5113.1-Chronic Absence and Truancy)
(cf. 5131 - Conduct)
3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
(cf. 6142.3-Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8-Comprehensive Health Education)
4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)
5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
(cf. 5131.6-Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62-Tobacco)
(cf. 5131.63 - Steroids)
6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
(cf. 1020 Youth Services)
7. District policy related to possession of firearms and ammunition on school grounds
(cf. 3515.7 - Firearms on School Grounds)
8. Measures to prevent or minimize the influence of gangs on campus
(cf. 5136 - Gangs)
${ }^{* * *}$ Note: Education Code 32281 authorizes the principal, upon receiving verification from law enforcement, to notify parents/guardians and employees in writing that a violent crime has occurred on the school site. A "violent crime" is any act for which a student could be expelled and which meets the definition listed in Education Code 67381, including homicide, rape, robbery, and aggravated assault, as defined in the Federal Bureau of Investigation's Uniform Crime Reporting Handbook. Education Code 32281 encourages that the notice be sent no later than the second workday after receiving verification from law enforcement. ***
***Note: 20 USC 7912 requires that all students attending a "persistently dangerous" school be provided notice of the designation and an option to transfer to a different school within the district. See BP/AR 5116.1Intradistrict Open Enrollment.
9. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
(cf. 5116.1-Intradistrict Open Enrollment)
10. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 3530 - Risk Management/Insurance)
(cf. 5112.5 - Open/Closed Campus)
(cf. 5131.5 - Vandalism and Graffiti)
***Note: Education Code 32282.1 does not require, but encourages, that comprehensive safety plans include the strategies described in item \#11 below, to the extent the district uses the listed professionals. ***
11. Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
12. Strategies for suicide prevention and intervention
(cf. 5141.52 - Suicide Prevention)
${ }^{* * *}$ Note: Penal Code 626.8 provides that a person may be guilty of a misdemeanor for infringing with or disrupting a school activity, remaining on campus after having been asked to leave, reentering within seven days of being asked to leave, establishing a continued pattern of unauthorized entry, or willfully or knowingly creating a disruption with the intent to threaten the immediate physical safety of a student in preschool or grades K-8 who is arriving at, attending, or leaving school; see BP/AR 3515.2-Disruptions. ***
13. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
(cf. 3515.2-Disruptions)
14. Crisis prevention and intervention strategies, which may include the following:
a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
(cf. 3515.5 - Sex Offender Notification)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.41-Use of Seclusion and Restraint)
b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
c. Assignment of staff members responsible for each identified task and procedure
d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media
(cf. 1112 - Media Relations)
(cf. 9010 - Public Statements)
f. Development of a method for the reporting of violent incidents
g. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
15. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
***Note: Pursuant to Education Code 32284, the comprehensive safety plan may, at the discretion of the Board, include procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of a school. No state funds may be used for this purpose..***
16. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
(cf. 3510 - Green School Operations)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(3/08 11/11) 7/16 12/18

SJUSD Board Approved: January 10, 2017

## SHANDON JOINT UNIFIED SCHOOL DISTRICT

## Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE: <br> Approval of First Reading of BP 0460 Local Control and Accountability Plan

## PREPARED BY:

Gabriela Gavilanes

## AGENDA SECTION:

$\qquad$

## SUMMARY:

(BP/AR revised) Policy and regulation updated to reflect NEW LAW (AB 2878) which expands the state priority on parent involvement that must be addressed in the local control and accountability plan (LCAP) to include family engagement. Policy also reflects NEW LAW (AB 1808) which requires consultation on plan development with special education local plan administrator(s) and, by July 1, 2019, requires districts to develop a local control funding formula budget overview for parents/guardians in conjunction with the LCAP. Policy reflects NEW LAW (AB 1840) which requires the State Board of Education to expand the LCAP template by January 31, 2020 to include specified information. Section on "Technical Assistance/Intervention" updated to reflect AB 1808 which establishes a single statewide system of support for districts and schools, and AB 1840 which provides that a district receiving an emergency apportionment will be deemed to have been referred to the California Collaborative for Educational Excellence. Regulation updated to reflect AB 1840 which requires data in the LCAP to be reported in a manner consistent with the California School Dashboard and requires districts to post their LCAP prominently on the homepage of their web site. Section on "Annual Updates" deleted since the annual updates follow the same process and adhere to the same template as the initial LCAP.
See BP 0460
See AR 0460

## Shandon Joint Unified School District Board Policies

BP 0460<br>Philosophy, Goals, Objectives and Comprehensive Plans

## Local Control And Accountability Plan

***Note: Education Code 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a local control and accountability plan (LCAP). Pursuant to Education Code 52060, as amended by AB 2878 (Ch. 826, Statutes of 2018), the LCAP must include goals and actions aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement and family engagement; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of supplemental and concentration grants under the local control funding formula (LCFF)); and (8) student outcomes in the specified course of study. Education Code 52060 provides that, in addition to addressing the state priorities in the LCAP, the district may establish and address local priorities and goals. Examples include priorities for student wellness and other conditions of children, professional development, community involvement, and effective governance and leadership. See the accompanying administrative regulation for further information about the required content of the LCAP.***

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A commtnity based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0415 - Equity)
***Note: Pursuant to Education Code 52064, the State Board of Education (SBE) has adopted a template that districts must use to complete the LCAP. An electronic version of the template is available on the California Department of Education's (CDE) web site. ***
***Note: As amended by AB 1840 (Ch. 426, Statutes of 2018), Education Code 52064 requires the SBE, by January 31, 2020, to expand the template to include more specific information about the goals, actions, expenditures, and services for all students and subgroups of students, as well as information about the district, highlights of the LCAP, and annual performance as indicated by the California School Dashboard..***

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE) following the template provided in 5 CCR 15497.5, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP
shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)
(cf. 3100 - Budget)
***Note: Education Code 52060 requires that the LCAP include annual goals to be achieved for all students and for each numerically significant student subgroup as defined in Education Code 52052. In addition, several state priorities address programs and services for "unduplicated students," as defined in Education Code 42238.01-42238.02.***

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming. and other underperforming students.
***Note: Pursuant to Education Code 42238.01, as amended by AB 1962 (Ch. 748, Statutes of 2018), no later than the 2020-21 fiscal year, the definition of "foster youth" for the purpose of identifying unduplicated students will include a dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court in accordance with the tribe's law, provided the child would also meet one of the descriptions in Welfare and Institutions Code 300 describing when a child may be adjudged a dependent child of the juvenile court. ${ }^{* * *}$

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02) and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)
Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education) (cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)
(cf. 0420 - School Plans/Site Councils)
The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.
(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)
***Note: Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required, by July 1, 2019, to develop an LCFF budget overview for parents/guardians with specified information. The budget overview must be developed in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The budget overview is subject to the requirements of Education Code 52062 and 52070 pertaining to the adoption, review, and approval of the LCAP. The Superintendent of Public Instruction (SPI) is required to develop, before December 31, 2018, a template for the budget overview. .***

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)
(cf. 1312.3 - Uniform Complaint Procedures)

## Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.
***Note: Education Code 52060 requires consultation on plan development with all of the groups listed below. The Board may delegate responsibility for arranging meetings and other input opportunities to the Superintendent or designee. ***
***Note: 5 CCR 15495 defines what it means to consult with students, including unduplicated students and other numerically significant student subgroups, and gives examples of methods that may be used for this consultation. State regulations do not provide examples of consultation with groups other than students, but consultations might include surveys, the establishment of an advisory committee consisting of representatives of all the specified groups, solicitation of feedback from the groups after a draft plan is available, discussion of the LCAP at staff meetings, and communication with parent organizations, student councils, school site councils, or other established committees or organizations. The district may expand the following paragraph to reflect district practice. ***

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or
meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340-Bargaining Units)
(cf. 6020 - Parent Involvement)

## Public Review and Input

***Note: Pursuant to Education Code 52063 and 5 CCR 15495, the Board is required to establish a parent advisory committee and, if district enrollment includes at least 15 percent English learners, an English learner parent advisory committee to review and comment on the LCAP. The district may use existing parent advisory committees for these purposes if the committee composition complies with Education Code 52063 and 5 CCR 15945. However, the district should consider whether such opportunities need to be expanded to achieve significant levels of stakeholder involvement in the planning process as intended by law..**

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parents/guardians of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)
***Note: Education Code 52062 requires notification to the public of the opportunity to submit written comments on the proposed LCAP, including notification in the primary language of parents/guardians when required by Education Code 48985. Pursuant to Education Code 48985, whenever 15 percent or more of the students in a school speak a single primary language other than English, notifications sent to parents/guardians of such students must be written in the primary language as well as in English; see BP 5145.6-Parental Notifications. ${ }^{* * *}$

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)
(cf. 5145.6-Parental Notifications)
***Note: Pursuant to Education Code 305, the LCAP parent/guardian and community engagement process must include solicitation of input on language acquisition programs. See BP/AR 6174-Education for English Learners for further information regarding the types of language acquisition programs that may be offered. ***

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305306)
***Note: Education Code 52062, as amended by AB 1808, requires the district to consult with its special education local plan area administrator(s) to ensure that specific actions for individuals with disabilities are included in the LCAP.***

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

## (cf. 0430 - Comprehensive Local Plan for Special Education)

***Note: Pursuant to Education Code 42127, the Board must not adopt a district budget until the LCAP is in place for the budget year; see BP 3100-Budget. The budget must include the expenditures necessary to implement the plan that will be effective during the subsequent fiscal year. If it does not, the County Superintendent of Schools will disapprove the district's budget.***

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)
(cf. 9320 - Meetings and Notices)

## Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

## Submission of Plan to County Superintendent of Schools

***Note: Education Code 52070 requires the district to submit the LCAP to the County Superintendent, who may seek written clarification of the contents of the plan and may submit recommendations for amendments as provided below. The County Superintendent is required to approve the LCAP on or before October 8 if it is determined that (1) the LCAP adheres to the template adopted by the SBE and follows any SBE instructions or directions for completing the template; (2) the district budget includes expenditures sufficient to implement the specific actions and strategies in the LCAP; and (3) the LCAP adheres to supplemental and concentration grant expenditure requirements specified in Education Code 42238.07 for unduplicated students. In determining whether the district has fully demonstrated that it will use supplemental and concentration funds to increase or improve services for unduplicated students, 5 CCR 15497 requires the County Superintendent to review any
descriptions of districtwide or schoolwide services provided. ***
***Note: Education Code 52064.1, as added by AB 1808, requires the district to file the LCFF budget overview for parents/guardians with the County Superintendent to be reviewed for adherence with the template adopted by the SPI. If the budget overview is not approved, the County Superintendent will withhold approval of the LCAP and will provide technical assistance pursuant to Education Code 52071..***

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

## Monitoring Progress

***Note: The following optional paragraph may be revised to reflect the district's timeline for reviewing the progress and effectiveness of strategies included in the LCAP. Reports should be provided to the Board in sufficient time to allow for any necessary changes in the annual update to the LCAP by July 1 of each year, as required by Education Code 52060-52061. The Dashboard provides a tool to assist in evaluation of district and school performance and includes all of the state priorities for the LCAP described in Education Code 52060.***

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.
(cf. 0500 - Accountability)

## Technical Assistance/Intervention

***Note: Pursuant to Education Code 52071, as amended by AB 1808, the Board may, at its discretion, request technical assistance from the County Superintendent as described in items \#1-2 below. The County Superintendent may charge a fee not to exceed the cost of the service, if the provision of the service requested would create an unreasonable or untenable cost burden for the County Superintendent. ***

At its discretion When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in identifying the identifieation of district strengths and weaknesses in regard to state priorities, which includes the and review of performance data on the state and local indicators included in the Dashboard and other relevant local data, and in identifying effective, evidence-based programs or practices that address any areas of weakness. that apply to the distriet's goals
2. Assistance from an academic, programmatic, or fiscal expert, or team of experts, on anether district in the county in identifying and implementing effective programs and practices that are designed to improve performance in any identified areas of weakness the outeomes for student subgroups. The district may engage other service providers, including, but not limited to, other school districts, county offices of education, or charter schools, to provide such assistance.
3. Advice and assistance from the California Collaborative for Edueational Excellence established purstant to Edueation Code 52074
***Note: Pursuant to Education Code 52071, as amended by AB 1808, the district must be provided technical assistance whenever one or more numerically significant student subgroups meet the criteria for assistance and intervention established pursuant to Education Code 52064.5.***
In the event that the County Superintendent requires the district to receive technical assistance based on one or more numerically significant student subgroups meeting the criteria established pursuant to Education Code $52064.5,52071$, the Board shall work with the review all recommendations received from the County Superintendent or another service provider at district expense, and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items \#1-2 above or substantially similar activities. (Education Code 52071) other advisor and shall consider revisions to the LCAP as appropriate in aceordance-with the process-specified in Education Code 52062.
***Note: Pursuant to Education Code 52074, as amended by AB 1840, either the County Superintendent or the SPI may refer a district to the California Collaborative for Educational Excellence (CCEE) if it is determined to be necessary to help the district accomplish the goals set forth in the district's LCAP. Additionally, if a district receives an emergency apportionment pursuant to Education Code 41320-41322, the district shall be deemed to have been referred to the CCEE. ***

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)
***Note: Education Code 52072 provides that the SPI, with approval of the SBE, may intervene when a district meets both of the following criteria: (1) the district did not improve the outcomes for three or more student subgroups identified pursuant to Education Code 52052, or all of the student subgroups if the district has fewer than three subgroups, in regard to more than one state or local priority in three out of four consecutive school years; and (2) the CCEE has provided advice and assistance to the district and submits a finding that the district failed or is unable to implement the CCEE's recommendations or that the district's inadequate performance is so persistent or acute as to require intervention. For any district identified as needing intervention, the SPI or an academic trustee appointed by the SPI may, with approval of the SBE, take one or more of the actions listed in items \#1-3 below. ***

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference:

## EDUCATION CODE

305-306 English language education
17002 State School Building Lease-Purchase Law, including definition of good repair
41020 Audits
41320-41322 Emergency apportionments
42127 Public hearing on budget adoption
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Academic Performance Index; numerically significant student subgroups
52059.5 Statewide system of support

52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning pilot program

54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission
60811.3 Assessment of language development

64001 Single plan for student achievement
99300-99301 Early Assessment Program
WELFARE AND INSTITUTIONS CODE
300 Dependent child of the court
CODE OF REGULATIONS, TITLE 5
15494-15497.5 Local control and accountability plan and spending requirements
UNITED STATES CODE, TITLE 20
6312 Local educational agency plan
6826 Title III funds, local plans
Management Resources:
CSBA PUBLICATIONS
Impact of Local Control Funding Formula on Board Policies, November 2013
Local Control Funding Formula 2013, Governance Brief, August 2013
State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual
California School Dashboard
LCFF Frequently Asked Questions
Local Control and Accountability Plan and Annual Update (LCAP) Template
Family Engagement Framework: A Tool for California School Districts, 2014
California Career Technical Education Model Curriculum Standards, 2013
California Common Core State Standards: English Language Arts and Literacy in History/Social Studies,
Science, and Technical Subjects, rev. 2013
California Common Core State Standards: Mathematics, rev. 2013
California English Language Development Standards, 2012
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
(10/13) 4/15
(3/17 10/17) 12/18
SJUSD Board Approved: January 10, 2017

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

## Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of First Reading of AR 0460 Local Control and Accountability Plan

## PREPARED BY:

Gabriela Gavilanes

## AGENDA SECTION:

$\qquad$

## SUMMARY:

(BP/AR revised) Policy and regulation updated to reflect NEW LAW (AB 2878) which expands the state priority on parent involvement that must be addressed in the local control and accountability plan (LCAP) to include family engagement. Policy also reflects NEW LAW (AB 1808) which requires consultation on plan development with special education local plan administrator(s) and, by July 1, 2019, requires districts to develop a local control funding formula budget overview for parents/guardians in conjunction with the LCAP. Policy reflects NEW LAW (AB 1840) which requires the State Board of Education to expand the LCAP template by January 31, 2020 to include specified information. Section on "Technical Assistance/Intervention" updated to reflect AB 1808 which establishes a single statewide system of support for districts and schools, and AB 1840 which provides that a district receiving an emergency apportionment will be deemed to have been referred to the California Collaborative for Educational Excellence. Regulation updated to reflect AB 1840 which requires data in the LCAP to be reported in a manner consistent with the California School Dashboard and requires districts to post their LCAP prominently on the homepage of their web site. Section on "Annual Updates" deleted since the annual updates follow the same process and adhere to the same template as the initial LCAP.
See BP 0460
See AR 0460

# Shandon Joint Unified School District <br> Administrative Regulation 

## AR 0460

## Local Control And Accountability Plan

***Note: Education Code 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a three-year local control and accountability plan (LCAP). See the accompanying Board policy for information about plan development and monitoring. ***

## Goals and Actions Addressing State and Local Priorities

***Note: Education Code 52060 requires that the LCAP include annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school or district. ***
***Note: In addition, several state priorities address programs and services for "unduplicated students." For purposes of supplemental and concentration grants allocated through the local control funding formula (LCFF), "unduplicated students" are defined by Education Code 42238.02 as students eligible for free or reduced-price meals, English learners, and foster youth; see the accompanying Board policy. ***

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3517 - Facilities Inspection)
(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)
(cf. 6161.1-Selection and Evaluation of Instructional Materials)
b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)
***Note: Education Code 52060, as amended by AB 2878 (Ch. 826, Statutes of 2018), expands the parent involvement state priority to include family engagement. Education Code 52060 provides that family engagement may include, but not be limited to, efforts by the district and schools to apply research-based practices, such as welcoming all families into the school community, engaging in effective two-way communication, supporting student success, and empowering families to advocate for equity and access. It may also include partnering with families to inform, influence, and create practices and programs that support student success and collaboration with families and the broader community, expand student learning opportunities, and promote civic participation. ${ }^{* * *}$
c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy and students with disabilities
(cf. 3553 - Free and Reduced Price Meals)
(cf. 6020 - Parent Involvement)
(cf. 6173.1 - Education for Foster Youth)
d. Student achievement, as measured by all of the following as applicable:
(1) Statewide assessments of student achievement
(2) Academic Performance Index
(3) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code $52302,52372.5$, or 54692
(4) The percentage of English learners who make progress toward English proficiency as measured by the SBEcertified assessment of English proficiency
(5) The English learner reclassification rate
(6) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
(7) The percentage of students who demonstrate participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
(cf. 0500 - Accountability)
(cf. 6141.5-Advanced Placement)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51-State Academic Achievement Tests)
(cf. 6178 - Career Technical Education)
Page 2 of 5
e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
(cf. 6146.1 - High School Graduation Requirements)
(cf. 5113.1-Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable
(cf. 5137 - Positive School Climate)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration funding pursuant to Education Code 42238.02 and 42238.03
(cf. 6143 - Courses of Study)
(cf. 6159 - Individualized Education Program)
h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable
***Note: In addition to goals aligned with the state priorities described in item \#1 above, Education Code 52060 provides that the LCAP may include goals for local priorities established by the Board; see the accompanying Board policy. Optional item \#2 below may be revised to reflect local priorities. ${ }^{* * *}$
2. Any goals identified for any local priorities established by the Board.
(cf. 0200 - Goals for the School District)
3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items \#1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.
***Note: Pursuant to Education Code 52060, in developing goals and actions for the LCAP, the Board may consider qualitative information, including, but not limited to, the results of school quality reviews conducted pursuant to Education Code 52052. Education Code 52052 authorizes the Superintendent of Public Instruction (SPI), with approval of the State Board of Education and conditional upon an appropriation in the state budget, to develop and implement a program of school quality reviews that features locally convened panels to visit schools, observe teachers, interview students, and examine student work.***

AR 0460
For purposes of the descriptions required by items \#1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)
***Note: AB 1840 (Ch. 426, Statutes of 2018) amended Education Code 52060 to require data to be reported in a manner consistent with the California School Dashboard rather than the school accountability report card.***

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

## (ef. 0510 - School Aceountability Repert Card)

## Increase or Improvement in Services for Unduplicated Students

${ }^{* * *}$ Note: The following section is for use by districts that receive LCFF supplemental and/or concentration grant funds. Such districts are required to increase or improve services for unduplicated students in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students; see BP 3100 - Budget. 5 CCR 15494-15496 specify the method for determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year. ${ }^{* * *}$

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory. (5 CCR 15496)

## Annual Updates

On or before July 1 of each year, the LCAP shall be updated using the template in 5 CCR 15497.5 and shall include all of the following: (Edueation Code 52061)

1. A review of any changes in the applieability of the goals deseribed in the existing LCAP purstrant to the section "Geals and Actions Addressing State and Loeal Priorities" above
2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effeetiveness of the specific actions deseribed in the existing LCAP toward achieving the geals, and a deseription of changes to the speeific actions the district will make as a result of the review and assessment
3. A listing and deseription of the expenditures for the fiscal year implementing the speeific actions ineluded in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items \#1-2 above
4. A listing and deseription of expenditures for the fiseal year that will serve unduplicated students and students redesignated as fluent English profieient

## Availability of the Plan

***Note: Education Code 52065, as amended by AB 1840, requires the district to prominently post its LCAP and any annual update or revisions to the LCAP on the homepage of its web site. In addition, the County Superintendent of Schools is required to post all district LCAPs, or links to those plans, on the county office of education web site and to transmit all such plans to the SPI, who will then post links to all plans on the California Department of Education web site..***
***Note: Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), provides that the LCFF budget overview for parents/guardians is also subject to the requirements of Education Code 52065.***

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)
(cf. 1113 - District and School Web Sites)
$(10 / 134 / 15)(10 / 15 \quad 10 / 17) 12 / 18$
SJUSD Board Approved: January 10, 2017

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of First Reading of AR 3311.1 Uniform Public Construction Cost Accounting Procedures

## PREPARED BY:

Gabriela Gavilanes
AGENDA SECTION:
__ Reports ___ Consent _ X__ Action__ First Reading ___ Information ___ Resolution

## SUMMARY:

(AR revised) Regulation updated to reflect NEW LAW (AB 2249) which revises the threshold amounts that determine the process that may be used to award contracts for public works.
Regulation also revised to clarify requirements for informal bid notifications that must be sent to contractors and/or construction journals.
See AR 3311.1

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Administrative Regulation <br> Uniform Public Construction Cost Accounting Procedures 

AR 3311.1

## Business and Noninstructional Operations

***Note: The following administrative regulation is for use when the Governing Board has adopted a resolution to use the alternative procedures of the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045) for awarding public works projects; see the accompanying Board policy.***
***Note: According to the California Uniform Construction Cost Accounting Commission's "Frequently Asked Questions," available on its web site, a district participating in the UPCCAA is subject to other requirements of the Public Contract Code in areas where the UPCCAA is silent. See BP/AR 3311 - Bids for traditional bidding procedures pursuant to Public Contract Code 20110-20118.4.***
${ }^{* * *}$ Note: Public Contract Code 22032, as amended by AB 2249 (Ch. 169, Statutes of 2018), establishes the following requirements based on the amount of the public project. Pursuant to Public Contract Code 22020, the Commission reviews these monetary limits every five years and recommends to the State Controller whether they need to be adjusted. The State Controller is required to notify all participating public agencies of any adjustment to these limits prior to the effective date. ***

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of $\$ 60,000 \$ 45,000$ or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
***Note: Public Contract Code 22034, as amended by AB 2249, requires any public agency participating in UPCCAA to adopt an informal bidding ordinance, with specified components, to govern the selection of contractors to perform public projects of $\$ 200,000$ or less, as described in item \#2 below. The Commission's "Frequently Asked Questions" clarify that, for school districts and other agencies that cannot legally adopt ordinances, a board policy, administrative regulation, or other legally applicable action of the board may be substituted. ***
***Note: The district may revise item \#2a to reflect the method(s) of notification of contractors used by the district. ${ }^{* * *}$
2. Contracts for public projects of $\$ 200,000 \$ 175,000$ or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
a. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email to either or both of the following:
(1) All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due

## (2) All construction trade journals identified pursuant to Public Contract Code 22036

b. The district shall review the informal bids that were submitted and award the contract, except that:
(1) If all bids received through the informal process are in excess of $\$ 200,000$, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at $\$ 212,500$ or less and the Board determines the district's cost estimate is reasonable.
(2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than $\$ 200,000$ shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
a. The Superintendent or designee shall maintain a list of qualified contractors, identified aceerding toeategories of work.
b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the projectin general terms, explains how to obtain more information about the project, and states the time and place forsubmission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days beforebids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bidsto all construction trade journals identified pursuant to Public Contract Code 22036.
e. The distriet shall review the informal bids and award the contract, except that:
(1) If all bids received through the informal process are in excess of $\$ 175,000$, the contract may be awardedto the lowest responsible bidder, provided that the Governing Board adopts a reselution with a four-fifths veteto award the contract at $\$ 187,500$ or less and the Board determines the district's cost estimate is reasonable.
(2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than $\$ 175,000$ shall, exeept as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
***Note: Pursuant to Public Contract Code 22037, if there is no newspaper of general circulation published in the jurisdiction of the district, the district must post the bid notice in three locations as described below. Public Contract Code 22037 requires that these locations be identified in the agency's ordinance or regulation. Item \#3a(1) may be revised to include such locations. ***
a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:
(1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
(2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.
b. The district shall award the contract as follows:
(1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
(2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
(3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.
(cf. 3311 - Bids)
$(12 / 16) \quad 12 / 18$

Page 3 of 3

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of First Reading of BB 9320 Meetings and Notices
PREPARED BY:
Gabriela Gavilanes

## AGENDA SECTION:

__ Reports ___ Consent X__ Action__ First Reading__ Information ___ Resolution

## SUMMARY:

Provided for your approval is BB 9320.

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Board Bylaw 

## BB 9320

## Meetings And Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.
A Beard meeting exists whenever a majority of its members gather at the same time and place-tohear, diseuss or deliberate upon any item within the subject matter jutisdiction of the Beard or district. (Government Code 54952.2)

In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during these meetings only as authorized to diseuss confidentiat matters specified by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings and-shall be conducted in accordance with law and Board's bylaws, policies, and administrative regulations. Beard-adepted bylaws:
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)
A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

Direct communieation, personal intermediaries, and technological devices shall not be usesii by a majority of Beard members to develop a collective concurrence as to an action that members will take on any item of district business. (Government Code 54952.2)

Meetings shall be held within district boundaries, except when otherwise allowed by law. (Government Code 54954)

Meetings shall be held in a facility that is accessible to all persons, including disabled persons, witheut charge. (Government Code 54961)

Meeting notices and agendas shall speeify that individuals-who reguire special aecommodation, including but not limited to an Ameriean sign language interpreter, accessible seating or documentation in accessible formats, should con taet the Superintendent or designee at least two days before the meeting date-
***Note: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business. However, Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member. Thus,

Superintendent briefings involving less than a majority of the Board are allowed, but participants must ensure that the comments or positions of one member are not shared with other members. ${ }^{* * *}$
***Note: This prohibition against serial meetings also applies to communications via technology. Email exchanges, chat room threads, or comments posted on a blog that result in a majority of the Board "discussing" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. See BB 9012 - Board Member Electronic Communications. ***
***Note: In 84 Ops.Cal.Atty.Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the district's web site, and (3) distributed at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate. ***

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

## (cf. 9012 - Board Member Electronic Communications)

***Note: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (42 USC 12132) and implementing regulations (28 CFR 35.160, 36.303). Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials. ${ }^{* * *}$

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

## Regular Meetings

***Note: Education Code 35140 and Government Code 54954 mandate the Board to fix the time and place for its regular meetings by rule and regulation. ***

The Board shall hold 1 regular meeting(s) each month. Regular meetings shall be held at
7 _p.m. on the Calendared (days) provided by January of the prior year.
***Note: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. As amended by $A B 1344$ (Ch. 692, Statutes of 2011), Government Code 54954.2 also requires that the agenda be posted on the district's Internet web site, if it has one. Any district that does not have a web site should delete the reference to it in the following paragraph. ${ }^{* * *}$
***Note: The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty. Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week. ***

The Board shall hold one regular meeting each month. Regular meetings shall be held at $7: 00 \mathrm{p} . \mathrm{m}$. on the second Tuesday of the month.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2) (Governnent Code 54954 .2)

## (cf. 1113 - District and School Web Sites)

***Note: Pursuant to Government Code 54957.5, the agenda must list any address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting; see BB 9322 - Agenda/Meeting Materials. In addition, pursuant to the California Public Records Act (Government Code 6252-6270), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to the inspection of any member of the public. For a list of documents subject to disclosure by the district, see BP/AR 1340 - Access to District Records. ***

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)
(cf. 1340-Access to District Records)
If a fire, flood, earthquake or other emergeney renders the regular meeting place unsafe, meetingsmay temporarily be held at a place designated by the president or designee, whe shall se inform, by the mest rapid available means of communication, all news media who have requested notice of special meetings. (Government Code 54954)

## Special Meetings

***Note: Education Code 35144 and Government Code 54956 allow the Board to hold special meetings to address any matter that requires timely action. For example, the Board may hold a special meeting to discuss the need for an emergency state apportionment when the district is in financial distress; see $A R$ 3460 - Financial Reports and Accountability. However, pursuant to Government Code 54956, as amended by AB 1344 (Ch. 692, Statutes of 2011), certain specified matters, as described below, may not be addressed in a special meeting. ***

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

## (cf. 2121 - Superintendent's Contract)

.***Note: Pursuant to Government Code 54956, written notice of a special meeting may be delivered personally or by other means, including email or fax. AB 1344 (Ch. 692, Statutes of 2011) amended Government Code 54956 to require any district that has its own Internet web site to also post the notice on its web site. Any district that does not have its own web site should delete reference to it in the following paragraph. ${ }^{* * *}$
Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed; no other business shall be considered at these meetings. (Education Code 35144 ; Government Code 54956)

Any Board member may waive the 24 -hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or afterthe item's consideration. (Government Code 54954.3)

At least 72 hous' public notice shall be given for any retreats, study sessions or training sessionsheld by the Board. All such meetings shall be held within distriet boundaries and action items shall net be included.

## Emergency Meetings

***Note: Government Code 54956.5 authorizes a closed session during emergency meetings, as long as two-thirds of the members present at the meeting agree on the need for the closed session. See BB 9321Closed Session Purposes and Agendas and E 9323.2 - Actions by the Board. ***

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)
The Board may hold an emergeney meeting without complying with the 24 -hour noticerequirement in the following eases: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that which severely impairs public health and/or, safety, or both, as determined by a majority of the members of the Board
(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board A crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the members of the Board
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, The Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media which that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)
ency meeting. All other rules governing special meetings shall be observed, with the exeeption of the 24 -hour notice requirement. (Government Code 54956.5 )

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

## Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. a meeting has been adjourned to a later time, aeopy of the order of adjournment shall be posted at the -meeting site. (Government Code- 54955)
Study Sessions, Retreats, Public Forums, and Discussion Meetings
***Note: The following section is optional and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the 72 hours public notice requirement when holding a study session, retreat, public forum or other such meeting. ***

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.
(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)
Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

If no members are present at any regular or adjourned regular meeting, the seeretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)
rd members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers
(cf. 9130 - Board Committees)
Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

## Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)
(cf. 0410 - Nondiscrimination in District Programs and Activities)
Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its
outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

## 10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items \#1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code

## Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means, through audio and/or video- either audio-video or beth. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

[^1]Attorney General opined that a city is not required under the Americans with Disabilities Act to
(cf. 9130 -Board Committees)

Individual contacts or conversations between a Board member and any other persen are not subject to epen meeting laws. (Government Code 54952.2)

Policy adopted by Shandon Board of Education: September 12, 2000 Revised: April 3, 2001

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of County of Monterey Standard Lease Agreement for Parkfield Library
PREPARED BY:
Kristina Benson
AGENDA SECTION:
$\qquad$ Reports $\qquad$ Consent X Action $\qquad$ First Reading $\qquad$ Information $\qquad$ Resolution

## SUMMARY:

This Lease Agreement has been reviewed by Sheldon Smith at SLOCOE and sent to Schools Legal for their review and recommendations.

The original document was a lease template received from Monterey County. The only change is in the facility fee if custodial and facility requirements are expected (see bold and highlighted section).

After your review, the document will be sent to Monterey County for their review and approval.

## COUNTY OF MONTEREY

## STANDARD LEASE AGREEMENT



## COUNTY OF MONTEREY STANDARD LEASE AGREEMENT

## PREAMBLE

THIS LEASE AGREEMENT (hereafter, "Lease" or "Lease Agreement") is made by and betweenShandon Joint Unified School District ("LESSOR") and the COUNTY OF MONTEREY, a political subdivision of the State of California ("LESSEE"), for the Monterey County Free Libraries (MCFL) and is effectiveas ofJuly1, 2019.

WHEREAS, the parties understand and agree the following Lease Exhibits are incorporated by this reference:

```
    EXHIBIT A DESCRIPTION OF PREMISES - Current Basic Floor Plan
    EXHIBIT B STATEMENT OF SEISMIC ADEQUACY
    EXHIBIT B1 EVIDENCE OF CONSTRUCTION
    EXHIBIT C SUMMARY OF SERVICES AND UTILITIES
    EXHIBIT D SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES
    EXHIBIT E AGREEMENT GOVERNING THE OPERATIONS AND MAINTENANCE OF THE
        JOINT SCHOOL/PUBLIC LIBRANY IN PARKFIELD, CALIFORNIA
EXHIBIT F PREMISE IMPROVEMENT AGREEMENT| INTENTIONALLY LEFT BLANK]
    EXHIBIT G CUSTODIAL SERVICE SPECIFICATIONS
    EXHIBIT H COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS
    EXHIBIT I REMEDIATION CONTRACTOR SPECIFICATIONS
    EXHIBIT J SERVICE CONTACT LIST
    EXHIBIT K PROP 65 WARNING
```

LESSOR and LESSEE hereby agree as follows:

## ARTICLE 1 - PREMISES

1.1 Description: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at 70585 Parkfield-Coalinga Road, Parkfield, California and described as follows: Public library consisting of approximately 1,157 square feet of space, (the "Premises"), as designated in EXHIBIT A1 - DESCRIPTION OF PREMISES - Current Basic Floor Plan, which is attached and incorporated by this reference. The term "square feet" shall be defined and measured from the outside finished surface of permanent outer building walls and to the center of the existing interior or common walls and does not include any portions of the roof, attic or crawl space.
1.2 Common Areas: LESSEE shall also have rights to use at mutually agreed upon times, any and all of the following areas which may be appurtenant to the Premises: Common entrances, lobbies, and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, and common walkways and sidewalks necessary for access to the Premises, and any other public or common area located within or appurtenant to the building or complex (collectively, the "Common Area").
1.3 Parking Areas:LESSEE shall have the right to use in common with other occupants of the building or complex random unreserved vehicle parking spaces located in close proximity to the Premises.
1.4 Compliance with the "Americans with Disabilities Act of 1990" (ADA): LESSOR shall make the best and reasonable attempts that the Premises and the non-exclusive areas of the building as described in Article 1.2 are in compliance with the Americans with Disabilities Act of 1990 (ADA).
1.5 Compliance with "No Smoking Law" (2003 Assembly Bill 846):LESSOR shall ensure that the Premises and the non-exclusive areas of the building as described in Article 1.2 are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846. Notwithstanding the foregoing, LESSEE shall be responsible for ensuring that LESSEE's employees, agents, contractors and invitees comply with the foregoing statutes and regulations. If necessary, LESSEE shall provide LESSOR with appropriate signage for LESSOR to install at the Premises.

## <Deleted Statement of Seismic Adequacy>

## ARTICLE 2 -TERM

2.1 Lease Term: The term of this Lease (the "Lease Term") shall be for Ten (10) years, commencing on July1, 2019("Lease Commencement Date") and ending June 30, 2029with such rights of termination and extension of the Lease Term as are hereinafter set forth.
2.2 Extended Term; This Lease shall automatically be extended for one additional term of twenty-five (25) yearsunless either party gives the other written notice at least six (6) months in advance of the end of the term that it has determined not to extend the Lease.

## ARTICLE 3 -RENT

The LESSOR shall not charge the LESSEE or Monterey County Free Libraries(MCFL) rent of any nature whatsoever for MCFL's use of the Premises so long and the MCFL uses the Premises for the intended purpose as described in Article 11.In addition, LESSEE shall contract and pay directly to its vendors for its responsibilities as outlined in EXHIBITC-SUMMARY OF SERVICES AND UTILITIESwhich is attached and incorporated by this referenceand EXHIBITD- SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES which is attached and incorporated by this reference.

## SELPA rates are 0.64 cents $/ \mathrm{sg}$. ft. a month $=\$ 740.40 /$ month to cover facility expenses...

## ARTICLE 4 - ANNUAL RENT ADJUSTMENT

[ INTENTIONALLY LEFT BLANK]

## ARTICLE 5 - TERMINATION BY LESSOR AND LESSEE

During the term of this Lease or any extension thereof, either party may terminate this lease by giving the other party written notice at least six (6) months in advance of the effective date of termination.

## ARTICLE 6 - NOTICES

All notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, certified, postage prepaid, return receipt requested, and addressed as follows:
To LESSOR: Shandon Joint Unified School District c/o Superintendent
P.O. Box 79

Shandon, Califomia, 93461-0079
Phone: 805-238-0286
Email: kbenson@shandonschools.org

To LESSEE: County of Monterey
RMA-Administrative Services
c/o Real Property Specialist
1441 Schilling Place, South Bldg.
Salinas, California 93901
Phone: 831-755-4800
Email: salcidog@co.monterey.ca.us

Any notice or correspondence shall be deemed delivered upon personal delivery or upon receipt if mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

LESSOR or LESSOR'S designated property management company shall be available to LESSEE by phone
during regular business hours, and for emergencies after hours and weekends. LESSOR or LESSOR'S designated property management company shall subscribe to a 24 -hour, seven (7) days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in the event of an emergency. Emergency answering service phone number for LESSOR is (805)463-2347.

LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. LESSEE shall subscribe to a 24 -hour, seven (7) days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in the event of an emergency. Emergency answering service phone number for LESSEE is 831-212-0378 (Public Works Facilities after hours "on call" staff).

If applicable, LESSOR'S designated property management company shall be vested with such power and authority as is reasonably necessary or incidental to the performance of this Lease and the accomplishment of its purpose.

## ARTICLE 7 - PREMISE IMPROVEMENTS

## [ INTENTIONALLY LEFT BLANK]

## ARTICLE 8 - NOTICE OF COMPLETION

## [Deleted as the facility is as is... ]

## ARTICLE 9 - PUBLIC WORKS LAWS

Pursuant to California Labor Code Section 1720.2, any construction work done under private contract to improve the space to be leased by the County of Monterey for government services may be considered a "public work" when all of the following conditions exist: a) The construction contract is between private persons. (b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than fifty percent (50\%) of the assignable square feet of the property is leased to the state or a political subdivision for its use. (c) Either of the following conditions exist: (1) The lease agreement between the LESSOR and the state or political subdivision, as LESSEE, was entered into prior to the construction contract. (2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the LESSOR and the state or political subdivision, as LESSEE, is entered into during, or upon completion of, the construction work.

If applicable, LESSOR shall comply with provisions of law governing public works including, without limitation, California Labor Code Sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices) as may be amended from time to time.

## ARTICLE 10 - TIME LIMIT AND PRIOR TENANCY

[ INTENTIONALLY LEFT BLANK]

# ARTICLE 11 - USE <br> 11.1 Use: LESSEE shall use the Premises as a library and for ancillary library office uses as outlined in EXHIBIT EAGREEMENT GOVERNING THE OPERATIONS AND MAINTENANCE OF THE JOINT SCHOOL / PUBLIC LIBRANY IN PARKFIELD, CALIFORNIA which is attached and incorporated by reference. 

11.2 Compliance with Laws: LESSOR represents and warrants to LESSEE that, to the best of LESSOR'S knowledge,
the construction (including all LESSORconstructed Premise Improvements) the current and proposed uses, and the operation of the Premises and Common Area are in full compliance with applicable building, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSOR absolves LESSEE of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above. Said absolution excludes LESSEE installed improvements to the Premises such as phone/data cabling, support equipment, trade fixtures, and any other equipment installed by LESSEE and used to meet LESSEE'S operational needs.
11.3 Hazardous Substances: LESSEE shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the Premises or which result from LESSOR'S acts or omissions or which occur on any portion of LESSOR'S property not occupied by LESSEE, in each case unless, and only to the extent, caused by LESSEE. LESSOR will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or PCB containing materials. LESSOR warrants, to the best of LESSOR'S actual knowledge, that at the time of execution of this Lease there are no known areas on LESSOR'S property where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. Nothing in this Lease shall be taken as LESSEE's assumption of any duty or liability not otherwise imposed by law.

### 11.4 Environmental Hazards - Remediation Contractor Specifications:

## Deleted: The building is as is...

11.5 Acceptance of Premises:Deleted: Building is as is...

## ARTICLE 12 - SIGNS AND FIXTURES

LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject to compliance with applicable law andapproval by the LESSOR, which consent shall not be unreasonably withheld provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal.

Any trade fixtures, equipment, furniture, demountable walls, and other property installed in the Premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises, provided that LESSEE repairs any damage caused by such removal. LESSEE'S right to remove property described in the immediately forgoing sentence shall become an obligation of LESSEE at the expiration or earlier termination of the Lease Term. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other propertyowned by LESSEE.

## ARTICLE 13 - SERVICES AND UTILITIES

Services and utilities shall be furnished and the cost borne as outlined in EXHIBIT C - SUMMARY OF SERVICES AND UTILITIES. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which LESSOR is responsible or to the Common Areas, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within five (5) days after written notice, and, in addition to any other remedy LESSEE may have, may deduct the amount thereof, including LESSEE'S service costs, from rent (if applicable) or other remuneration due LESSOR hereunder. As stated in EXHIBIT C, the term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

## ARTICLE 14 - REPAIR AND MAINTENANCE

14.1 LESSOR and LESSEE Obligations: The respective repair and maintenance responsibilities of LESSOR and LESSEE are set forth in EXHIBIT D - SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES. As stated in EXHIBIT D, or elsewhere in this Lease, the term "deemed necessary" shall mean that LESSOR and

LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and/or invitees of the Premises.
14.2 Negligent Acts or Omissions of LESSEE: Notwithstanding the foregoing, LESSEE will pay to LESSOR upon demand the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions, or which is otherwise the fault, of LESSEE.
14.3 Failure of LESSOR to Make Repairs: If LESSOR fails to maintain the Premises or to make the repairs required in this article within the time period as specified in Article 23.1, LESSEE may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

LESSOR agrees to perform all emergency repairs involving the Premises and the Common Area with the utmost urgency. An emergency repair is a repair that is necessary in order to protect health and safety of persons or public property or to save the building's integrity. LESSEE agrees to make a diligent effort to contact LESSOR before it uses responsible judgment to contact the appropriate vendor identified in EXHIBIT J - SERVICE CONTACT LISTwhich is attached and incorporated by this reference, to perform emergency repair to protect health and safety of persons or public property or to save the building's integrity.
14.4 LESSOR/LESSEE Obligations in Applying Noxious Substances:LESSOR, its officers, employees, and agents shall not apply or install any substance as part of any building construction, remodel, renovation, maintenance or repair which would cause an injurious, unsafe or hazardous condition to occupied spaces without prior notification of the LESSEE. Prior notification and approval shall be made at least 48 hours prior to the desired application or installation time to the LESSEE as identified under Article 6. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator or installer to the LESSEE. Examples of such substances or materials may include, but are not limited to, the following:
a. Termite Control Materials
b. Pesticides
c. Paint (excluding routine minor touch up in the common areas)
d. Water Treatment Chemicals
e. Carpeting, Pressed Wood Products, Insulation, Plastics and Glues
f. Texture and Joint Compounds
g. Roofing Material
h. Construction Cleaning Solutions
i. Any other substance that is or could be construed as hazardous (excluding common janitorial cleaningsupplies)

## [If we allow this, we need to charge at least SELPA rate... these are hard costs to the district]

In the event of any building construction, remodel, renovation, maintenance or repair to the Premises or other areas to the building which the Premises is a part of, LESSOR, to the best of LESSOR'S ability, shall exercise precautionary and protective measures to ensure the health, safety and general well being of the occupants and or invitees of the Premises. Examples of precautionary and protective measures may include, but may not be limited to:
a. Isolating or disconnecting heating ventilation and air-conditioning (HVAC) systems.
b. Performing work on the weekends and/or outside normal business hours.
c. Installing appropriate plastic containment systems for egress and egress to and from the building construction, remodel, renovation, maintenance or repair area.
d. Using a HEPA vacuum to clean up dust and debris from the Premises after work is done.
e. Compliance with the United States Department of Labor, Occupational Safety and Health Administration (OSHA) and State of California, Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations.

No activities shall be taken (or fail to be taken) that would violate any Federal or Cal OSHA standards.

## ARTICLE 15-SERVICE COMPANIES

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE a list (see EXHIBIT J - SERVICE CONTACT LIST) of the names, addresses and telephone numbers of any agencies or persons convenient to LESSEE as a local source of service with regard to LESSOR'S responsibilities under EXHIBIT C - SUMMARY OF SERVICES AND UTILITIES and EXHIBIT D - SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES of this Lease. If LESSOR fails to provide such list, LESSEE may choose service companies as needed and without penalty from LESSOR, and shall have the right to offset the cost of such services as provided in Article 14.3.

## ARTICLE 16 - ALTERATIONS, MECHANICS' LIENS

16.1 Alterations: No alterations or improvements shall be made to the Premises by LESSEE or at LESSEE'S request without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.
16.2 Condition at Termination: Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, reasonable wear and tear, and damage by casualty, and alterations approved by LESSOR excepted.
16.3 Mechanic's Liens: LESSOR and LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such party.

## ARTICLE 17 - ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

## ARTICLE 18 - ENTRY BY LESSOR

LESSEE shall permit LESSOR and LESSOR'S agents, employees, lenders and contractors to enter the Premises for any lawful purpose, with reasonable advance notice (except in the case of emergency), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of LESSEE'S business.

## The LESEE and LESSOR shall mutually agree upon a school-year schedule for LESSOR's use of the library/facility by August $15^{\text {th }}$ of each year to serve the students of Shandon Unified School District.

LESSOR recognizes and understands that LESSEE'S services, identity of clients, and records relate to a confidential relationship between the LESSEE and its clients, and LESSOR agrees that, in its interaction with LESSEE, its clients and records, whether through itself, its employees, or its agents, LESSOR will maintain such confidences as might become available to it and not release or divulge such confidential identities, information, or records.

## ARTICLE 19 - INSURANCE AND INDEMNIFICATION

LESSEE, during the term hereof, shall indemnify, defend and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the demised Premises and arising out of the use of the demised Premises by the LESSEE, its agents, contractors, employees, invitees or guests excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent caused by acts or omissions of the LESSOR.

LESSEE shall maintain public liability and property damage coverage or program of self insurance with liability limits of not less than $\$ 1,000,000$ for injury or death to one (1) or more persons and property damage limits of not less than $\$ 500,000$ per occurrence insuring against all liability of LESSEE and its agents, employeesother authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the Premises.

LESSOR, during the terms hereof, shall indemnify, defend and hold harmless the LESSEE from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the LESSOR, its agents, employees and other authorized representatives, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent caused by acts or omissions of the LESSEE.

LESSOR agrees that it will keep insured against loss or damage by fire, at full replacement value, the building, which insurance shall be, at a minimum, comparable to the coverage and amounts of insurance that are carried by reasonably prudent lessors of comparable buildings in the City or Unincorporated County, as applicable, in whichthe Premises is located.

## ARTICLE 20 - DESTRUCTION

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent ( $10 \%$ ) or less of the floor space of the Premises unusable for the purpose intended, LESSOR shall effect restoration of the Premises as quickly as is reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

If such casualty shall render more than ten percent ( $10 \%$ ) of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same. If LESSOR under such circumstances does not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety one hundred twenty (90) days to complete from the date such notice is given, LESSEE, in either such event, at its option, may terminate this Lease.

In the event of any such destruction other than total, where LESSEE has not terminated the Lease as herein provided, LESSOR shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within sixty (60) calendar days from the work commencement date, for destruction aggregating ten percent $(10 \%)$ or less of the floor space, or within the period specified herein in connection with partial destruction aggregating more than ten percent ( $10 \%$ ), LESSEE shall have the option to terminate this Lease. LESSEE shall assist LESSOR with obtaining all applicable building permits if necessary.

LESSOR and LESSEE understand that, in circumstances for which a building permit is required, work cannot commence before a building permit is obtained. Time deadlines set forth herein shall not commence before required permits are issued. LESSOR warrants to diligently pursue issuance of said permits.

## ARTICLE 21 - DEFAULT BY LESSEE

22.1 Default: If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:
a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default, or
b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter fails to diligently pursue such cure to completion, or
c. LESSEE is adjudicated bankrupt, or
d. LESSEE'S lease interest is sold under execution of judgment.
22.2 Remedies: If LESSEE fails to cure a default within the time frames outlined above, if any, LESSOR shall have the
option to cure the default, if curable, and terminate this Leasein addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default, all costs associated with such cure, including reasonable attorneys' fees incurred and awarded as a result of any legal action or proceeding brought to enforce or interpret this Lease Agreement (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs which shall be accompanied by invoices and receipts to document LESSOR'S costs to cure said default, and by any Court Order awarding reasonable attorney's fees incurred to cure said default.

## ARTICLE 22 - DEFAULT BY LESSOR

23.1 Default: LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. LESSEE'S obligation to provide written notice to LESSOR of a default by LESSOR is limited to those instances where knowledge of LESSOR'S default is within the actual knowledge of LESSEE.
23.2 Remedies: If LESSOR fails to cure a default within the time periods outlined above, LESSEE shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSEE elect to cure the default, all costs associated with such cure, including reasonable attorneys' feesincurred and awarded as a result of any legal action or proceeding brought to enforce or interpret this Lease Agreement (if any), shall be reimbursed by LESSOR to LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs which shall be accompanied by invoices and receipts to document LESSEE'S costs to cure said default, and by any Court Order awarding reasonable attorney's fees incurred to cure said default.

## ARTICLE 23 - CONDEMNATION

If more than ten percent ( $10 \%$ ) of the floor space area of the Premises is taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then LESSOR shall restore the Premises to a single architectural unit and the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in proportion that the rentable area of the Premises taken bears to the rentable area of the Premises before the taking.

## ARTICLE 24 - HOLDING OVER

If LESSEE, with LESSOR'S written consent, remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a two (2)month to two (2) month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to termination upon sixty (60) days' written notice by either party. All other terms and conditions shall remain in full force and effect.

## ARTICLE 25-WAIVER

Any waiver of any term or condition of this Lease must be in writing and signed by LESSEE and LESSOR. The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party consent to any breach of any term, covenant or condition, nor shall either party be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

## ARTICLE 26-OUIET POSSESSION

LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming any interest in this Lease Agreement
under LESSOR, subject to the terms of this Lease. LESSOR, to the best of LESSOR'S ability, shall also be responsible for ensuring that all other occupants in the building or complex do not interfere with the quiet enjoyment of the LESSEE.

## ARTICLE 27 - SUBORDINATION

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the LESSOR'S interest or estate in the property provided that the mortgagor or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of LESSEE hereunder be disturbed if LESSEE shall not then be in default under the terms of this Lease, and LESSEE shall attorn to the purchaser at such foreclosure, sale or other action or proceeding. The foregoing subordination shall be effective without the necessity of having any further instruments executed by LESSEE, but LESSEE shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by LESSOR or any mortgagee or beneficiary.

## ARTICLE 28 - ESTOPPEL CERTIFICATE

## [ INTENTIONALLY LEFT BLANK]

## ARTICLE 29 - MISCELLANEOUS PROVISIONS

30.1 Amendments: This Lease may be amended or modified only by an instrument in writing signed by LESSEE and LESSOR.
30.2 Time is of the Essence: Time is of the essence of each term and provision of this Lease.
30.3 Binding Effect: Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.
30.4 Invalidity: The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
30.5 Authority: Any individual executing this Lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.
30.6Interpretation of Conflicting Provisions: In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.
30.7Successors and Assigns: This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this Lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, permitted assigns, and heirs.
30.8 Headings: The headings in this Lease are for convenience only and shall not be used to interpret the terms of this Lease.
30.9 Governing Law: This Lease shall be governed by and interpreted under the laws of the State of California.
30.10 Construction of Lease: LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any amendment to this Lease.
30.11 Counterparts: This Lease may be executed in two (2)or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1)and the same Lease.
30.12 Integration: This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or
agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is July 1, 2015.

## ARTICLE 30 - MAJOR APPLIANCES

Installation of major appliances such as vending machines, refrigerators, stoves, etc., must be approved by LESSOR prior to installation. The LESSOR will grant installation approval for new appliances only. Such approval shall not be unreasonably withheld.

## ARTICLE 31 - PROPERTY TAX EXEMPTION <br> [ INTENTIONALLY LEFT BLANK]

## ARTICLE 32 - PUBLIC TRANSPORTATION

[ INTENTIONALLY LEFT BLANK]

## ARTICLE 33 - ALTERNATE ENERGY

LESSOR and LESSEE agree to work together to explore options to install solar and/or other alternate energy options and enhancements to the Premises.

## ARTICLE 34 - PROPOSITION 65 WARNING

If applicable to the Premises which are the subject of this Lease, LESSOR AND LESSEE agree to post the CALIFORNIA PROPOSITION 65 WARNING on the Premises in substantially the same form as follows set forth in EXHIBIT K - CALIFORNIA PROPOSITION 65 WARNING attached and incorporated by this reference.

## ARTICLE 35 - LESSOR'S STATEMENT REGARGING DISABILITY ACCESS \& CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT

Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises [ ] has [ $\mathbf{X}$ ] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of LESSOR's knowledge, there have been no modifications or alterations completedor commenced between the date of the inspection and the date of execution of theLease Agreement which have impacted the subject premises'compliance with constructionrelated accessibility standards, LESSOR shall provide, prior to execution of the Lease Agreement, a copy of any report prepared bythe CASp with an agreement from LESSEE that information in the report shall remain confidential, except asnecessary for the LESSEE to complete repairs and corrections ofviolations of constructionrelated accessibility standards that the LESSEEagrees to make.

Pursuant to Califonia Civil Code Section 1938 (c),making any repairs or modifications necessary to correctviolations of constructionrelated accessibility standards that arenoted in a CASp report is presumed to be the responsibility of the LESSOR, unless otherwise mutually agreedupon by LESSOR and LESSEE. LESSEE shall have the opportunityto review any CASp report prior to execution of the Lease. If the report is not provided to the LESSEE at least 48 hours prior to execution of the Lease Agreement, LESSEEshall have the right torescind the Lease, based upon the informationcontained in the report, for 72 hours after execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report
by a CASp, as described in paragraph (1) of subdivision (a) ofSection 55.53, indicating that it meets applicable standards, asdefined in paragraph (4) of subdivision (a) of Section 55.52, LESSOR shall provide a copy of thecurrent disability access inspection certificate and any inspectionreport to LESSEE not already provided pursuant tosubdivision (b) within seven (7) days of the date of the execution of theLease Agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disabilityaccess inspection certificate, as described in subdivision (e) ofSection 55.53, LESSOR shall statethe following on the Lease Agreement:

A Certified Access Specialist (CASp) can inspect the subjectpremises and determine whether the subject premises comply with allof the applicable construction-related accessibility standards understate law. Although state law does not require a CASp inspection ofthe subject premises, the commercial property owner or lessor may notprohibit the lessee or tenant from obtaining a CASp inspection ofthe subject premises for the occupancy or potential occupancy of thelessee or tenant, if requested by the lessee or tenant. The partiesshall mutually agree on the arrangements for the time and manner ofthe CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations ofconstruction-related accessibility standards within the premises.

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Lease on the date set forth beneath their respective signatures below.

## LESSEE: (County of Monterey)

By:
Michael R. Derr
Title: Contracts/Purchasing Officer
Date: $\qquad$

LESSOR: (Shandon Joint Unified School District)

By:
Kristina Benson

Title: Superintendent, Shandon Joint Unified School
District

Date: $\qquad$

## EXHIBIT A

## DESCRIPTION OF PREMISES

Current Basic Floor Plan


NONE $\qquad$ Delete Exhibit B

## EVIDENCE OF CONSTRUCTION

Building is AS IS... Delete this..

## SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

| Provide adequate paper supplies, dispensers, and waste and recycling <br> containers for the Premises and restrooms within Premises (not in common <br> area) |  | N/A | LESSOR |
| :--- | :---: | :---: | :---: |
| Provide adequate custodial service for the interior of the Premises per the |  | x |  |


| schedule attached as EXHIBIT G - CUSTODIAL SERVICE SPECIFICATIONS and incorporated by this reference. |  |  | X |
| :---: | :---: | :---: | :---: |
| Provide adequate custodial service for exterior of the Premises and the nonexclusive areas of the building as described in Article 1.2. |  | x |  |
| Professionally clean carpets, rugs, tile and linoleum flooring as indicated in EXHIBIT G |  |  | X |
| Professionally clean existing drapes, blinds, and window shades as indicated in EXHIBIT G |  |  | X |
| Professionally clean interior windows as indicated in EXHIBITG |  |  | X |
| Professionally clean exterior windows as indicated in EXHIBITG |  |  | X |
| Provide adequate pest control for the interior of the Premises (LESSOR responsible for structural pests, such as termites) |  | x |  |
| Provide adequate pest control for exterior of Premises |  | X |  |
| Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service) |  | x |  |
| Provide adequate parking lot area sweeping |  | x |  |
| Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service |  |  | X |
| Provide adequate fire sprinkler systems testing per National Fire Protection Association (NFPA) standards | X |  |  |
| Provide adequate fire alarm systems monitoring per NFPA standards |  | x |  |
| Provide adequate intrusion/security alarm systems monitoring | X |  |  |
| Provide adequate patrolled security guard service (if deemed necessary) | X |  |  |
| Provide adequate heating, ventilation \& air conditioning (HVAC) systems filter replacements (charcoal filters to be used if deemed necessary), unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142 |  | x |  |
| Provide adequate servicing of uninterrupted power source (UPS) | x |  |  |
| Provide adequate servicing of backup generator | X |  |  |
| Provide adequate gas utility service |  | x |  |
| Provide adequate electric utility service |  | X |  |
| Provide adequate water and sewer utility service |  | x |  |
| Provide adequate telephone and data service (including connection charges). Installations to be done per EXHIBIT H - COUNTY OF MONTEREY INFORMATION TECHNOLOGYCABLING STANDARDS |  |  | x |

## EXHIBIT D

## SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

| Common Areas | N/A | LESSOR | LESSEE |
| :--- | :---: | :---: | :---: |
| Foundations and Floor Slabs |  | x |  |
| Exterior and Bearing Walls (including pressure washing and painting as deemed <br> necessary) |  | x |  |
| Exterior Doors and Hardware |  | x |  |
| Exterior Windows and Window Frames (excluding cleaning as deemed necessary) |  | x |  |


| Roofs (including replacement if deemed necessary) |  | x |  |
| :--- | :---: | :---: | :---: |
| Gutters, Drains and Downspouts |  | x |  |
| Parking Lots, Sidewalks, Walkways and Outside Stairways (including pressure <br> washing and steam cleaning as deemed necessary) |  | x |  |
| Ceilings (including damage due to roof leaks) | X |  |  |
| Fire Sprinkler Systems | X |  | x |
| Fire Alarm Systems |  | x |  |
| Intrusion/Security Alarm Systems (if deemed necessary) | x |  |  |
| Heating, Ventilation and Air Conditioning (HVAC) Systems (including <br> replacement if deemed necessary) | x |  |  |
| Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and <br> thermostats |  | x |  |
| Electrical Systems (including electrical outlets, panels, circuit breakers and wiring) |  | x |  |
| Plumbing Systems (including sewer and drain stoppages, and fixtures) |  | x |  |
| Exterior Lighting (including starters, ballasts, transformers and light switches) |  | x |  |
| Interior Lighting (including starters, ballasts, transformers and light switches) |  | x |  |
| Interior Light Bulbs and Fluorescent Light Tubes (replacement) |  | x |  |
| Interior Walls |  | x |  |
| Interior Wall Surfaces (including repainting every 5 years if Premises wall surfaces <br> are accessible) |  | x |  |
| Interior Doors and Hardware |  |  |  |
| Interior Windows and Window Frames |  | x |  |
| Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary <br> and with the understanding that LESSEE pays for moving office furniture and <br> equipment). |  |  |  |
| Base and/or Moldings (including replacement if deemed necessary) |  |  |  |
| Communication Systems (data/telephone cabling, connections and equipment) |  |  |  |

*Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions, or which is otherwise the fault, of LESSEE, its agents, contractors or employees.

## EXHIBIT

## PREMISE IMPROVEMENT AGREEMENT

| INTENTIONALLY LEFT BLANK]

## EXHIBIT

## CUSTODIAL SERVICE SPECIFICATIONS (Page 1 of 3)

DAILY SERVICE (Monday through Friday)
A. General Cleaning

1. Empty wastebaskets; replace liners, place trash in dumpster
2. Sweep outside Premises entrances
3. Remove graffiti from any interior walls
B. Floor and Carpet Care (including stairways)
4. Sweep and dust mop hard surface floors with treated mop

| 2. Vacuum carpeted floors and entry mats |
| :--- |
| 3. Damp mop all spills on hard surfaces |
| 4. Remove gum/candy from carpet/floors |
| C. Window Cleaning |
| 1. Clean entry door and lobby glass, inside and outside |
| 2. Clean interior partitions and counter glass |
| 3. Clean interior/exterior door glass |
|  |
| D. Restroom Cleaning |
| 1. Empty waste containers |
| 2. Sweep and wet mop floors |
| 3. Restock dispensers with the proper product (common area to have extra service performed in mid-morning and |
| mid-afternoon, M-F ) |
| 4. Clean and disinfect all restroom fixtures (common area to have extra service performed in mid-morning and mid- |
| afternoon, M-F ) |
| 5. Unstop urinals, toilets and sinks (Notify LESSOR of necessary repairs) |
| 6. Clean restroom mirrors and glass |
| 7. Replenish air fresheners in all restrooms |
| 8. Remove graffiti from interior walls |
| 9. Damp wipe all walls and partitions (as needed) |
| 10. Clean around all door knobs and push plates |
|  |
| E. Dusting |
| 1. Tops of all filing cabinets (only if cleared off and with notice posted by office worker) |
| 2. Tops of desks where cleared (only if cleared off and with posted notice by office worker) |
| 3. Table tops and counters where cleared |

## CUSTODIAL SERVICE SPECIFICATIONS (Page 2 of 3 )

## WEEKLY SERVICE (Fridays)

A. General Cleaning

1. Remove fingerprints from doors, walls, and light switches
2. Remove marks/clean door kick plates
3. Wash wastebaskets/trash receptacles inside and out
4. Wash all handrails
5. Clean around door knobs/push plates
B. Floor and Carpet Care
6. Damp mop all hard surface floors
7. Buff all hard surface floors using a high speed buffing machine
8. Spot clean all carpeted floors

| C. Restroom Cleaning |
| :--- |
| 1. Scrub all sinks with abrasive cleaner |
| 2. Scrub inside toilets and urinals with acid-type bowl cleaner |
| D. Dusting |
| 1. All windows and door sills |
| 2. Ledges, baseboards, and partitions |
| 3. All chairs |
| 4. Remove cobwebs from ceilings, corners and crevices, etc. |
|  |
| BI-WEEKLY SERVICES (Fridays) |
| Dry shampoo all carpeted areas. |
|  |
| MONTHLY SERVICE (Last Weekend of the Month) |
|  |
| A. Floor and Carpet Care |
| 1. Scrub and refinish all hard surface floors using an acrylic finish |
| 2. Edge out all carpet areas (areas that are out of reach during normal vacuuming) |
|  |
| B. Restroom Cleaning |
| 1. Wash all walls and partitions |
| C. Dusting |
| 1. Vacuum all upholstered furniture |
| 2. Clean all blinds, drapes and window shades |
|  |
| D. Additional requirements specific to Premises |
| 1. Shampoo all upholstered furniture |
|  |

## CUSTODIAL SERVICE SPECIFICATIONS (Page 3 of 3)

## QUARTERLY SERVICES (January, April, July, October)

A. General Cleaning

1. Wash exterior of all desks, filing cabinets, and tables
B. Floor and Carpet Care
2. Shampoo all carpeted areas using bonnet method
3. Strip and refinish all hard surface floors using an acrylic finish
C. Window Cleaning
4. Wash inside and outside windows
D. Dusting
5. High dust all light fixtures, HVAC vents and surface/ledges above six (6) feet.

|  |
| :--- |
| BI-ANNUAL SERVICES (April and October) |
|  |
| A. Restroom Cleaning |
| 1. Machine scrub restroom floors (porcelain tile floors) |
|  |
| ANNUAL SERVICES |
|  |
| A. Floor and Carpet Care |
| 1. Steam/Extraction clean all carpeted areas |
|  |

## EXHIBIT

## COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS (Page 1 of 3)

This document is to be used as a guide for voice and data cabling in all Monterey County facilities with the exception of Natividad Medical Center. Some of the requirements are dependent on specifications that are specific to a particular job and this information will be made available as necessary.

1. The cable plant shall be star configured, unshielded twisted pair (UTP) system capable of supporting data rates of 350 MBPS.
2. All riser and closet-to-closet voice wiring shall be unshielded twisted pair PVC rated, Outside Plant (OSP) rated for underground use, Riser rated, or Plenum rated as required by local Fire Marshall, and shall be ElA/TIA 568, 569 and TSB-36 Category 3 certified cable. This cable shall be tested for opens, shorts and reversals.
3. All riser and closet-to-closet data wiring shall be color coded tight tube $62.5 / 125$ multimode fiber optic cable PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.
4. Only existing communications closets may be used for the termination of voice and data cable. Additional cable consolidation points and intermediate distribution frames will be added only with prior approval from the Monterey County Telecommunications Department.
5. All fiber optic cable shall be terminated on ST or SC connections as required by specific project specifications.
6. All fiber optic cable shall be installed in appropriate fiber optic interduct PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.
7. All Fiber optic cable shall be terminated in the equipment rooms in approved fiber optic LIU cabinets Leviton Part \# 5R330-OAB or the equivalent with sufficient density to accommodate all fiber optic cable as specified in the project specifications.
8. The cable plant shall meet EIA/TIA-568 "Commercial Building Telecommunications Wiring Standard" and the maximum length of any UTP data drop SHALL NOT exceed 100 meters ( 322 feet) including patch cables and future jumper cables.
9. All data drop cabling shall be EIA/TIA 568, 569 and TSB-36 Category 5 enhanced certified (5E) cable.
10. All data drop cabling shall be 4 pair unshielded twisted pair, PVC rated, (Outside Plant (OSP) rated for underground use) (Plenum rated as required by local Fire Marshall), and Category 5 enhanced certified cable.
11. Approved cable supplier: Belden enhanced Data Twist CAT-5 \#1700A (Blue color for data-1 Black color for data-2 unless otherwise requested) or it's equivalent or data and Belden CAT-5 \#1583A (Grey color for voice-1 White color for voice-2 unless otherwise requested) or it's equivalent for voice.
12. All wiring closet data connecting hardware shall be EIA/TIA TSB-40 Category 5 enhanced certified cable.

## COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS (Page 2 of 3 )

13. All wiring closet data connecting hardware shall be modular jack panels with RJ45 jacks on the front and 110 style insulation displacement connectors (IDC) for termination of the drop cable on the back.
14. The modular information outlets shall be housed in a four or six position wall plate.
15. The modular information outlet shall have an identification display and each outlet shall have the assigned specific identification number in the sequence assigned by an appropriate representative of Monterey County ITD displayed on it.
16. All modular jacks shall be eight position jacks with the pin/pair assignments utilizing EIA/TIA T568B.
17. Approved information outlet supplier: Leviton 5G108-R*5 (Orange color for data-1 Black color for data-2 unless otherwise requested) for data and Leviton $41108-\mathrm{R} * 5$ (Ivory color for voice-1 White color for voice-2 unless otherwise requested) for voice.
18. Approved wall plate supplier: Leviton $41080-4 \mathrm{IP}$ (single-gang 4 port), 41080-6IP (single-gang 6 port), 420804IP (dual-gang 4 port), and 42080-6IP (dual-gang 6 port).
19. Approved surface plate supplier: Leviton 41089-4IP 4 port surface plates permanently attached to the appropriate surface.
20. The patch panel shall be Category 5 enhanced, 8 -position modular jack panel with circuit board construction in all IC/MC locations. The 8-position modular jack patch panel shall be with wall mounted or rack mounted with cable management panels.
21. The patch panel shall meet EIA/TIA TSB-40 standards.
22. The patch panel shall be configured for 48 ports maximum or as requested.
23. Approved supplier for patch panels: Leviton \#5G484-B48.
24. Approved supplier for vertical wire manager: Panduit \#WMP-1 and horizontal wire managers: Panduit \#MVPVC45 and \#MVPVS45 or approved equivalent.
25. All wiring closet voice connecting hardware shall be EIA/TIA TSB-40 Category 5 compliant.
26. All wiring closet voice connecting hardware shall be wall mounting 66 M150 connecting hardware for termination of drop cable. These blocks should be attached to the wall using Homaco 50M series wall racks and 89 B brackets.
27. All data station drop cables shall be tested from the outlet device to the patch panel. Each wire/pair shall be tested at both ends.
28. Testing shall be made utilizing a hand cable tester meeting EIA/TIA 568 standards; all testing equipment shall be calibrated annually and shall have a dated certificate.
29. Printed test results shall be assembled and delivered to county's representative.
30. Test results for each 4 pair; UTP cable must be submitted with identification to match labels on all patch panels and 8 position modular jacks.

## COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS (Page 3 of 3)

31. All voice cables shall be tested for continuity, grounds, split pairs, polarity, shorts between wires, and shorts between pairs.


## EXHIBIT

## REMEDIATION CONTRACTOR SPECIFICATIONS

## A. Scope of Services

Remediation Contractor to provide treatment, cleanup, damage restoration and any other necessary remediation of:
-Water and/or sewage damage

- Mold, asbestos, lead and polychlorinated biphenyl (PCB) contamination
-Fire and smoke damage
-Hazardous materials within the license and certification capabilities of the Remediation Contractor
-Human bodily fluids, including but not limited to blood, vomit, urine, feces, and saliva
-Routine sanitation cleanup


## B. Work Standards

All work must be done in accordance with the California Health and Safety Code, California Occupational Safety and Health Act (OSHA), and other applicable laws and regulations. The Remediation Contractor must take all care to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

## EXHIBIT

SERVICE CONTACT LIST (Page 1 of 2)

| Item | Contact |  |
| :--- | :--- | :--- |
| Back Up Generator |  | Number |
| Carpenter |  |  |
| Ceiling Tile |  |  |
| Electrical |  |  |
| Electronic Gates and Garage Doors |  |  |
| Elevator |  |  |
| Elevator Phone |  |  |
| Exterior Door and Hardware |  |  |
| Flooring |  |  |
| Fire Sprinkler System |  |  |
| Fire Extinguisher Servicing |  |  |
| Fire Alarm |  |  |
| Heating \& Air Conditioner |  |  |
| Industrial Hygienist |  |  |
| Interior Door and Hardware |  |  |
| Janitorial for common areas |  |  |
| Landscape Maintenance |  |  |
| Light Bulbs \& Fluorescent Tubes |  |  |
| Locksmith |  |  |
| Painting |  |  |
| Pest Control |  |  |
| Parking Lot Repair |  |  |

SERVICE CONTACT LIST (Page 2 of 2)

| Item | Contact | Number |
| :--- | :--- | :--- |
| Parking Lot Sweeping |  |  |
| Patrolled Security |  |  |
| Plumbing |  |  |
| Remedial Contractor |  |  |
| Roofing System |  |  |
| Roof Gutters \& Downspouts |  |  |
| Security Alarm Company |  |  |
| Sewer \& Drain Cleaning |  |  |
| Utility (Gas \& Electric) |  |  |
| Utility (Telephone) |  |  |
| Utility (Water) |  |  |
| Waste Disposal \& Recycle |  |  |
|  <br> Repair |  |  |
| Window Cleaning |  |  |

## EXHIBIT K

## PROPOSITION 65 WARNING

CALIFORNIA PROPOSITION 65 WARNING. This warning is provided in compliance with the requirements of California's Proposition 65, due to exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm, from exposures to materials used in and around the construction site of $\qquad$ California.

## "WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THE PREMISES AND PROPERTY WILL EXPOSE YOU TO FORMALDEHYDE AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FURTHER INFORMATION MAY BE OBTAINED FROM THE MANAGER/OWNER."

This warning is provided to inform tenants of the exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm. The exposures are caused by the materials of which the office buildings on this site are constructed. Environmental exposures to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm will continue for as long as $\qquad$ engages in ongoing construction on and around the surrounding property.

Formaldehyde. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes and offices. Formaldehyde is present in the air because it is emitted by a variety of building materials and products purchased by the builder from materials suppliers. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues.

Other Chemicals. The Premises and/or ongoing construction sites in this development have not been tested. Given the cost of testing, it is not feasible to test every rental property and nearby construction site to ascertain the level of formaldehyde or other carcinogens and reproductive toxicants present in the rental property or ongoing construction sites nearby. Most homes, offices and construction sites that have been tested elsewhere do contain formaldehyde as well as other carcinogens and reproductive toxicants, although their concentrations vary from property to property with no obvious explanations for the differences. One of the problems is that many of the suppliers of building materials and products do not provide information on chemical ingredients to their builders. In the absence of specific information on these leased premises, and in light of the materials used in and around their construction, we believe that a warning is necessary.

Please provide this warning to invitees and guests entering this leased property. You may have further questions about these issues. $\qquad$ , has made no inquiries of our material suppliers concerning these matters. $\qquad$ is willing to provide, upon request, the names of known material suppliers, which may be contacted for further information.

# SHANDON JOINT UNIFIED SCHOOL DISTRICT <br> Regular Meeting of the Board of Trustees <br> MEETING DATE: February 12, 2019 

## AGENDA ITEM TITLE:

Approval of Agreement for Library Services between SJUSD and SLOCOE

## PREPARED BY:

Kristina Benson

## AGENDA SECTION:

$\qquad$ Reports $\qquad$ Consent X
$\qquad$ Action $\qquad$ First Reading $\qquad$ Information $\qquad$ Resolution

## SUMMARY:

The SJUSD hereby contracts with the SLOCOE for the services of a credentialed librarian to serve the students of SJUSD.

OFFICE OF EDUCATION

## AGREEMENT FOR LIBRARY SERVICES

The Shandon Union School District ("District") hereby contracts with the San Luis Obispo County Office of Education ("SLOCOE") for the services of a credentialed librarian to serve the students of District. The terms and conditions of this agreement are as follows:

## 1. Period of Service

Services will be provided under this contract for one of the following periods:
_ X A. For the school year beginning July 1, 2018 and ending June 30, 2019.
B. For the period beginning $\qquad$ and ending

## 2. Nature of Service

Direct services provided under this agreement shall be rendered substantially in accordance with the practices and procedures constituting typical librarian services. Services provided shall be responsive to the needs and policies of District. "Direct Services" are those activities consisting of direct work with students or District teachers or other District personnel on behalf of particular students, or direct activities serving the educational interests of District.

SLOCOE will make a reasonable effort to accommodate the wishes and schedule of District in the assignment and scheduling of librarian services; however, the assignment of specific personnel and the scheduling of those personnel shall be within the sole discretion of SLOCOE.

## 3. Materials and Supplies

Materials and supplies that are required within the scope of this assignment will be purchased by the district.

Page 2
Agreement for Library Services
4. Fees/Payment

District agrees to pay SLOCOE the amount of $\mathbf{\$ 5 9 5 . 0 4}$ per day of librarian services up to the equivalent of $\mathbf{3 . 4}$ days. Total amount of the contract will not exceed $\$ \mathbf{2 , 0 0 0 . 0 0}$ for the 2018-19 school year. Daily rate includes salary, statutory benefits, mileage and other supervisory costs associated with the employee.

Charges payable under this agreement will be payable to SLOCOE upon receipt of an invoice, which will normally be rendered twice a year, in January and June. The final payment will be due and payable on or before June 30, 2019.

## 5. Term of Agreement

This agreement shall be effective for the period specified in Section 1 above. To assist SLOCOE in staffing and planning, District agrees to notify SLOCOE in writing of its intention to renew or cancel this agreement for the next school year no later than January 15 of the current school year.


| FOR SLOCOE USE ONLY |
| :--- |
| Account \#: 01-0000-0-8677-0000-0000-000-9300-9200 |
| Director of Fiscal Services Approval: |
| Invoice Date/s (forward copy to AR): January, 2019 and June, 2019 |
| Notes: |

## Distribution:

Signed original to District
Signed original for SLOCOE
cc: Busincss Information Services

# SHANDON JOINT UNIFIED SCHOOL DISTRICT 

Regular Meeting of the Board of Trustees
MEETING DATE: February 12, 2019

## AGENDA ITEM TITLE:

Approval of Interdistrict Transfer Student 2018-19-26

## PREPARED BY:

Kristina Benson

## AGENDA SECTION:

$\qquad$

SUMMARY:
Provided for your consideration is Interdistrict Transfer Student 2018-19-26.


```
Primary sort/rollup levels: FN
    Income summary level: 4
    Expense summary level: 4
                            Data source: GLSTEX Standard Extract
                            Report template: /var/opt/qss/data/CTEAR300: 03/14/2016 08:14:07
                    Budget type: A Approved
    Include budget transfers: A
        GL Transactions: A Approved Only
    Exclude Pre-encumbrances: N
            Use Reference Values: N
                Restricted Fld Nbr: 02 RESC
                    Separation Option: No Separation of Restricted and UnRestricted
                        Extraction Type: Restricted and UnRestricted
                    Report prepared: 02/04/2019 09:17:18
```




Sort / Rollup on : Fund
Restricted Fld Nbr : 02 RESC
Separation Option : No Separation of Restricted and UnRestricted
Extraction Type : Restricted and UnRestricted
GL Transactions : Approved Only
Account Description: Not Shown
Detail line format : 2 Line(s) per detail
Report prepared : $02 / 04 / 2019 \quad 09: 17: 43$
















Kristina Benson
Superintendent
Shandon School District
P.O. Box 79

Shandon, CA 93461

Dear Ms. Brown:

On October 16,2018, I completed your district's AHERA-required three-year reinspection. All areas indicated in the asbestos management plan as having asbestos-containing material or assumed asbestos-containing materials were visually inspected. Changes in the condition of materials and areas are listed below:

## Parkfield Elementary School

Building 001 - Parkfield K-6:

- The floor tile has been abated.


## Shandon Elementary School

Building 001 - Classrooms 3-5:

- The linoleum in the staff restroom has been abated.

Also, please note that AHERA requires the school district to notify parents and employees each year that there are asbestos-containing building materials present in the schools and the asbestos management plan is available for review.

A copy of this letter has been added to your online asbestos management plan to show your legal compliance with AHERA. You must notify parents and employees of the completion of this inspection.

Please sign the enclosed District Summary form and return it to SISC Property and Liability, Attention: Shelby Gonzales. The signed form will be added to your online management plan. Also, enclosed is an informational sheet outlining your responsibilities as the district's AHERA designated person.

If you have any further questions, feel free to contact me at (661) 636-4607.

Sincerely,


Safety and Loss Control Specialist
AHERA Asbestos Certified
Inspector - Certificate No. HMSBIR422 \&
Management Planner - Certificate No. HMSMPR313
(Hazard Management Services, Inc.)
RR:SG

# DISTRICT SUMMARY 

LEA: Shandon School District
ADDRESS: PO Box 79
CITY: Shandon STATE: CA ZIP CODE: 93461

SCHOOL DISTRICT TYPE:
Public: Elementary

DESIGNATED PERSON:
NAME: Krinstina Benson
TITLE: Superintendent
Phone: 805-238-0286

SIGNATURE:

Self-Insured Schools of California
Property and Liability
2000 K Street * Bakersfield, CA 93301
(661) 636-4604

# AHERA DESIGNATED PERSON <br> INFORMATIONAL SHEET 

The SISC Property and Liability Safety and Loss Control Specialists provide the following AHERA asbestos services to member districts:

- Maintaining the management plan on a computer database.
- Performing the required three-year reinspections.
- Updating the management plan pursuant to inspection results.
- Providing employee training pursuant to AHERA.
- Advising districts regarding compliance issues.

Although the SISC Property and Liability safety staff offers a valuable service, it is important to note that your district has responsibilities regarding AHERA compliance. Some of those responsibilities include the following:

- Selecting and training an appropriate "designated person" to implement the AHERA requirements.
- Notifying employees, parents and contractors of the presence of the district's management plan.
- Tracking new construction and obtaining documentation from architects and contractors regarding certification of asbestos-free construction.
- Obtaining documentation that new materials installed in buildings do not contain asbestos.
- Maintaining documentation of all abatement projects and archived management plans.
- Making sure all six-month asbestos inspections are performed and kept in a permanent file.

Please be aware that SISC Property and Liability safety staff will always strive to provide service regarding AHERA compliance; however, our job is dependent on, and limited to, the active participation of each member district. SISC cannot be responsible for districts that do not fulfill their compliance responsibilities. It is by working together that we can produce a viable management plan.

Chandon Joint Unified School District Monthly Enrollment
2018-19 SCHOOL YEAR


SHS Quarterly Assessment Data
February 2019

Academics:
Number of Honor Roll Students

$$
\begin{array}{ll}
3.0-3.5 & 17 \\
3.5-4.0 & 22 \\
\hline
\end{array}
$$

Above 4.0 6

Number of F's 18
$\qquad$
Number of unduplicated students $\qquad$ 70

Attendance:
Total enrolled: $\qquad$ 80

Percentage of Attendance: $\qquad$ 96.43\%


|  | FEB, WED |  | All day | National FFA Awareness Week Shandon |
| :---: | :---: | :---: | :---: | :---: |
|  |  | - | All day | SLE- Sacramento Leadership Experience Sacramento |
|  |  | - | All day | Blue Day (5-8) Minimum Day |
|  | Create | - | All day | Middle School Basketball Game Away Vs. Almond Acres |
|  |  | - | 11:40am-12:10pm | BLOCK "S" Meeting |
|  |  | - | 12:45-1:15pm | SHS Class Meeting |
|  |  | - | 12:45-1:15pm | SHS Class Meeting |
|  |  | - | 1:30-2:30pm | FFA Teacher \& Staff Appreciation Lunch Mrs. Morton's Roo... |
|  |  | - | $2-6 \mathrm{pm}$ | SMS Bball Game Away Lillian Larsen Elementary Sch |
|  |  | - | 6-7:30pm | FFA Monthly Chapter Meeting Shandon Agriculture Depart.. |
| 21 | FEB, thu | - | All day | National FFA Awareness Week Shandon |
|  |  | - | All day | SLE- Sacramento Leadership Experience Sacramento |
|  |  | - | All day | Middle School Basketball Game Away Vs. Lillian Larsen |
|  |  | - | All day | White Day (1-4) |
|  |  | - | $6 a m-5 p m$ | *SHS Quest trip Monterey |
|  |  | - | $2-6 \mathrm{pm}$ | SMS Bball Game Away Lillian Larsen Elementary Sch |
|  |  | - | 3-6pm | SHS Boys Volleyball Game Home Shandon High School |
| 22 | FEB, FRI | - | All day | National FFA Awareness Week Shandon |
|  |  | - | All day | SLE- Sacramento Leadership Experience Sacramento |
|  |  | - | All day | Blue Day (5-8) |
|  |  | - | 11:30am-12pm | *SHS FNL Lunch Mtgs. |
|  |  | - | 1:30-3:10pm | FFA Barnyard Olympics Shandon Agriculture Cattle Barn |
| 23 | FEB, SAT | - | All day | SLE- Sacramento Leadership Experience Sacramento |
|  | FEb, Sun | - | All day | South Coast Region Officer Screening |
| 25 | FEB, MON | - | All day | South Coast Region Officer Screening |
|  |  | - | All day | White Day (1-4) |
|  |  | - | All day | Spring Regional CATA Meeting Cuesta College North Coun.; |
|  |  | - | 9-9:30am | SHS Office Staff Meeting |


 Department of Public Works

July 1, 2018

PROCEDURAL MEMORANDUM T-4
TO: Public Works Division Staff
FROM: Joshua Roberts, Transportation Division Manager


SUBJECT: Installation of Traffic Control Devices in School Zones

## 1. OBjECTIVE

To establish a procedure for the installation of Traffic Control Devices in School Zones

## 2. AUTHORITY

California Vehicle Code §21100; grants local authorities the ability to regulate traffic by means of traffic control devices.

California Vehicle Code $\$ 21400$; grants Caltrans the authority to adopt rules and regulations for the use of traffic control devices allowed under $\$ 21100$. Caltrans implements this section by publishing the California Manual on Uniform Traffic Control Devices (CAMUTCD).

County Traffic Regulations Code §15.01 Traffic Regulations - Generally: establishes the Traffic Regulations Code (TRC) and a process by which it can be modified, through resolutions, by the Board of Supervisors. This section also makes the modification and maintenance of the (TRC) the responsibility of the Director of Public Works.

County Traffic Regulations Code §15.20 Traffic Control Devices: establishes that traffic control devices shall be placed by the County Roads Commissioner.

## 3. PROCEDURE

a) Establishment of Safe Routes to Schools

Safe routes to school shall only be established after consultation with affected school principal and the California Highway Patrol.
b) Traffic Signage and Pavement Delineation

Changes to any traffic control device in a school zone shall only be made following consultation with the affected school principal and the California Highway Patrol.
c) Crosswalks

Marked crosswalks shall comply with the Public Improvement Standards section 4,1.4 Pedestrian Crossings and Appendix D2: Recommendations for Installing Marked Crosswalks.
d) Amending the Traffic Regulation

The TRC allows for the implementation of traffic control devices after they have been approved by the Board of Supervisors. Updates to the TRC are performed regularly by the Transportation Division Manager or their designee.

## 4. DEFINITIONS

See the California Vehicle Code for applicable definitions.

## 5. REFERENCES/RESOURCES

- California Manual of Uniform Traffic Control Devices http://www.dot.ca.gov/traffops/camutcd/
- California Vehicle Code -
http://leginfo.legislative.ca.gov/faces/codesTOCSelected.xhtml?tocCode=VEH\&tocTitle=+
- County of San Luis Obispo Official Traffic Regulations Code -
http://www.slocounty.ca.gov/Departments/Public-Works/Forms-
Documents/Transportation/Traffic-Regulations-Code-Book.aspx


# Shandon Schools - Safe Routes to School 

$1^{\text {st }}$ Meeting - January 24, 2019
Agenda

1. Purpose - The purpose of this Safe Routes to School Plan is to identify specific educational and outreach measures, enforcement strategies, and transportation-related improvements to make walking and bicycling to Shandon Schools safe and accessible options for children and their families.
2. Relationship to 5 E's
a. Engineering - County Public Works
b. Education - Shandon Schools
c. Enforcement-CHP
d. Encouragement - Shandon Schools
e. Evaluation - Shandon Schools
3. Primary Routes
a. Review 0.5 mile Influence Map - gap infills, development
b. Any "routes of significance"? Centre Street? First Street? Others
4. Existing/Proposed Bike Routes
a. Review Bike Maps - Existing/Proposed
5. Needs Assessment
a. What goes into a needs assessment -
b. Who should be part of the needs assessment - written parent survey? Field survey with selected stakeholders?
c. Schedule Needs Assessment ?
6. Needed Improvements
a. Engineering Improvements
b. Enforcement Improvements
c. Education/Coordination Improvements



## Parent Signature (Required)

Dear Parent: Use this form to mark your student's EIGHT (8) full-year course requests for next school year plus alternate course requests. Your student received a Registration booklet to assist in making course requests. Some courses may not be available due to scheduling problems. Courses for admission requirements to four-year college are entitled CP. Sign indicates students must get the teacher's signature. Student class schedules will be available on the first day of school. If you have concerns please contact the counselor, Mrs. Dobberpuhl, at 238-0286. Your signature is required above to accept these requests. Deliver this form by the date above. Thank you.

## ENGLISH: Select one.

501 English 1 CP
523 English 1 Honors CP

MATHEMATICS: Select one.
$\square 705$ Pre-Algebra
710 Algebra 1 CP
730 Geometry CP

## SCIENCE: Required.

401 Ag Science 1

## FINE ART/LANGUAGE/CAREER TECH ED.:

Select Spanish 1 if planning to start at four-year college after graduation, and also recommend either Art 1 or Theatre Arts 1.

200 Art 1 CP
205 Music: Guitar Plus
208 Theatre Arts 1 CP
231 Spanish 1 CP238 Beginning Ag Mechanics

## ELECTIVES

925 Learning Center
959 Culinary Asst.

PROVIDE ALTERNATE COURSE REQUESTS.

## REQUIRED

245 College/Career

PHYSICAL EDUCATION: Required.
800 Coed PE
Name any school sports planned for next year:

## Parent Signature (Required)

## Deliver to School Office by Jan 30.

Dear Parent: Use this form to mark your student's EIGHT (8) full-year course requests for next school year plus alternate course requests. Your student received a Registration booklet and Transcript to assist in making course requests. Some courses may not be available due to scheduling problems. Courses for admission requirements to fouryear college are entitled CP. Sign indicates students must get the teacher's signature. Students class schedules will be available a few days before the first day of school. If you have concerns please contact the counselor, Mrs. Dobberpuhl, at 238-0286. Your signature is required above to accept these requests. Deliver this form by the date above. Thank you.

ENGLISH: Select one.
$\square$ English 2 CP 10-12English 2 Honors CP 10-12

MATHEMATICS: Select one.
$\square$ Pre-Algebra
Algebra 1 CP
Geometry CP
Algebra 2 CP 10-12

FINE ART/LANGUAGE/CAREER TECH ED.
$\square$ Art 2: Graphic Design 10-12
$\square$ Music: Guitar Plus
Adv Music: Voorheis Sign:
$\square$ Theatre Arts $1 \mathbf{C P}$
$\square$ Theatre Arts 2 10-12
$\square$ Spanish 1 CP
Spanish 2 CP 10-12
Beginning Ag Welding 10-12
Ag Leadership 10-12 Morton Sign:
College/Career

## ELECTIVES

$\square 925$ Learning Center 959 Culinary Asst.

PROVIDE ALTERNATE COURSE REQUESTS.
SOCIAL SCIENCE: World History required. 600 World History CP 10-12

PHYSICAL EDUCATION: Select if needed. 800 Coed PE

Name any school sports planned for next year:

## Parent Signature (Required)

## Deliver to School Office by Jan 30.

Dear Parent: Use this form to mark your student's EIGHT (8) full-year course requests for next school year plus alternate course requests. Your student received a Registration booklet and Transcript to assist in making course requests. Some courses may not be available due to scheduling problems. Courses for admission requirements to fouryear college are entitled CP. Sign indicates students must get the teacher's signature. Student class schedules will be available a few days before the first day of school. If you have concerns please contact the counselor, Mrs. Dobberpuhl, at 238-0286. Your signature is required above to accept these requests. Deliver this form by the date above. Thank you.

ENGLISH: Select one.
$\square$ English 3 CP 11-12
AP Eng. Language CP 11-12 By Application

MATHEMATICS: Select one if needed.
$\square$ Pre-AlgebraAlgebra 1 CP
Geometry CP
Algebra 2 CP 10-12
Pre-Calculus CP 11-12
$\square$ Business Math 11-12

SCIENCES: Select as needed.
Ag Biology CP 10-12
Ag Chemistry CP 10-12
Greenhouse CP 11-12
$\square$ Ag Systems Management CP 11-12
$\square$ Ag Science 3-4 11-12

## FINE ART/LANGUAGE/CAREER TECH ED.

$\square$ Art 2: Graphic Design 10-12
Art 3: Adv Graphic Design 11-12
Music: Guitar Plus
Adv Music 10-12 Voorheis Sign: $\qquad$
Theatre Arts $\mathbf{1} \mathbf{C P}$
Theatre Arts 2 10-12
$\square$ Spanish $1 \mathbf{C P}$
Spanish 2 CP 10-12
Spanish 3 CP 11-12
Beginning Ag Welding 10-12
Ag Construction 11-12
Advanced Welding 101 11-12 Fuller Sign:
Ag Leadership 10-12 Morton Sign:
College/Career

## ELECTIVES

$\square$ Learning Center
Culinary Asst.
Library Asst. 11-12 Stuart Sign:
Office Asst. 11-12

PROVIDE ALTERNATE COURSE REQUESTS.
SOCIAL SCIENCE: US History required.
$\square$ US History CP 11-12
AP US History CP 11-12 By Application

## PHYSICAL EDUCATION: Select if needed. Coed PE

Name any school sports planned for next year:

## Parent Signature (Required)

## Deliver to School Office by Jan 30.

Dear Parent: Use this form to mark your student's EIGHT (8) full-year course requests for next school year plus alternate course requests. Your student received a Registration booklet and Transcript to assist in making course requests. Some courses may not be available due to scheduling problems. Courses for admission requirements to fouryear college are entitled CP. Sign indicates students must get the teacher's signature. Student class schedules will be available on the first day of school. If you have concerns please contact the counselor, Mrs. Dobberpuhl, at 238-0286. Your signature is required above to accept these requests. Deliver this form by the date above. Thank you.

## ENGLISH: Select one.

$\square$ Expository Reading Writing CP 12
AP Eng. Language CP 11-12 By Application
AP Eng. Literature CP 11-12 By Application

MATHEMATICS: Select if needed.
Pre-Algebra
Algebra 1 CP
Geometry CP
Algebra 2 CP 10-12
Pre-Calculus CP 11-12
AP Calculus CP 11-12 By Application
Business Math 11-12

SCIENCES: Select as needed.
$\square \mathrm{Ag}$ Biology CP 10-12
Ag Chemistry CP 10-12
Greenhouse CP 11-12
Ag Systems Management CP 11-12
Ag Science 3-4 11-12

SOCIAL SCIENCE: Government \& Econ. required
Government-Cybersecurity CP 12
Economics CP 12
AP Govt/Econ CP 12 By Application

## PHYSICAL EDUCATION: Select if needed.

 800 Coed PEName any school sports planned for next year:

Universal Service
Administrative Co.
FCC Form 470 - Funding Year 2019
Form 470 Application Number: 190021600
ShandonJUSD470FY2019C2

## Billed Entity

SHANDON JT UNIFIED SCH DIST
PO BOX 79, 101 S 1ST ST
SHANDON, SAN LUIS OBISPO, CA 93461
805-238-0286
Billed Entity Number: 143982
FCC Registration Number: 0006196968

Contact Information
Kristin Benson
kbenson@shandonschools.org
805-238-0286

## Number of Eligible Entities: 5

Applicant Type: School District
Recipients of Services: Public School; Public School District

Consulting Firms

| Name | Consultant <br> Registration Number | Phone <br> Number | Email |
| :--- | :--- | :--- | :--- |
| CSM Consulting Inc. | 16043564 | $909-652-9104$ | kfriends@csmcentral.com |

Consultants

| Name | Phone Number | Email |
| :--- | :--- | :--- |
| Cheryl Vaughn | $888-944-7798$ | cvaughn@csmcentral.com |
| Karen Hall | $909-944-7798$ | csm.shandon@csmcentral.com |
| Katie Booker | $888-944-7798$ | kbooker@csmcentral.com |
| Leticia Ortiz | $888-944-7798$ | lortiz@csmcentral.com |
| Patti Herbst | $888-944-7798$ | pherbst@csmcentral.com |
| Scott Harken | $888-944-7798$ | sharken@csmcentral.com |
| Shawn Farley | $888-944-7798$ | sfarley@csmcentral.com |

RFPS

| Id | Name |
| :--- | :--- |

## Category One Service Requests

| Service Type | Function | Function Other Descriptlon | Minimum Capactiy | Maximum Capacity | Entitles | Quantity | Unit | Installation and InItial Conflguration? | Assoclated RFPs |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

Description of Other Functions

\section*{| Id | Name |
| :--- | :--- |}

## Narrative

## DRAFT

| Service Type | Function | Manu[acturer | Manufacturer Other <br> Description | Entites | Quantity | Unit | Installation and Inlilal <br> Conflguration? | Assoclated RFPs |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Internal Connections | Switches | Cisco Systems or equivalent |  |  | 2 | Each | No |  |
| Inteinal Connections | WAP | Cisco Systerns ur equivalent |  |  | 2 | Each | No |  |
| Intermal Connections | Antennas, Connectors, and Related <br> Components | Cisco Systems or equivalent |  | 2 | 4 | Each | No |  |
| Intermal Connections | WAP | Cisco Systems or equivalent |  |  | 2 | Each | No |  |
| Internal Conneetions | Switches | Cisco Systems or equivalent |  |  | 2 | Each | No |  |
| Basic Maintenance of Internal Connections | Switches | Cisco Systems |  | 2 | 2 | Each |  |  |
| Basic Maintenance of Internal <br> Connections | Switches | Cisco Systems |  | 2 | 2 | Each |  |  |
| Basic Maintenance of Internal <br> Connections | WAP | Cisco Systems |  | 2 | 2 | Each |  |  |
| Basic Maintenance of Intemal <br> Connections | WAP | Cisco Systems |  | 2 | 2 | Each |  |  |
| Basic Maintenance of Intemal Connections | Antennas, Connectors, and Related Components | Cisco Systems |  | 2 | 4 | Each |  |  |

Description of Other Manufacturers
Id $\quad$ Name

## Narrative

Please refer to Shandon JUSD 2019 Network Equipment RFP 20191.pdf for specification and requirements. Due to the way EPC has been created with the service category questions please consider information drafted into quantities and units as an educated guess at minimum for the issuance of this Form 470. Due to the way EPC has been created with the service category requirements please consider information drafted into quantities as educated estimates for the issuance of this 470. Note that the service type "Basic Maintenance of Internal Connections (BMIC) is only applicable with the Internal Connections solution proposed to meet RFP requirements. The District is not soliciting separate bids for BMIC.

## Technical Contact

## State and Local Procurement Restrictions

"Please refer to "Shandon JUSD 2019 Network Equipment RFP 20191.pdf"" for specification and requirements. Due to the way EPC has been created with the service category questions please consider information drafted into quantities and units as an educated guess at minimum for the issuance of this Form 470. Due to the way EPC has been created with the service category requirements please consider information drafted into quantities as educated estimates for the issuance of this 470. Note that the service type ""Basic Maintenance of Internal Connections (BMIC) is only applicable with the Internal Connections solution proposed to meet RFP requirements. The District is not soliciting separate bids for BMIC.Service Provider shall provide One (1) original signed and sealed RFP Response and one (1) RFP response submitted electronically via thumb drive. Proposals must be submitted by 10:00 AM on March 6, 2019 in writing to: Shandon Joint Unified School District Attn: Kristina Benson, 101 South First Street Box 79,Shandon, CA 93451Shandon Joint Unified School District may choose to ask clarification questions or request additional information. All requests for information (RFI) should be sent via email to Kristina Benson kbenson@shandonschools.org. The email should have the following information within the subject line: RFP ID Number and the Form 470 number. Shandon Joint Unified School

## DRAFT

District will not respond to phone inquiries.All addendum(s), questions and answers will be posted to the E-rate EPC website at https://data.usac.org/publicreports/Forms/Form470Detail/Index. Please "Follow" the Form 470 to receive all EPC updates pertaining to the Form 470
SPECIAL NOTE: It is the expectation of Shandon JUSD that any respondent to this solicitation familiarize themselves with the impact that any as yet unknown tariff(s) imposed upon particular manufacturer's products and are appropriately accounted for in the respondent's fee proposal. Shandon JUSD presumes a $25 \%$ tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including any mutually agreed upon extensions). PLEASE INCLUDE THIS $25 \%$ TARIFF WHEN COMPLETING THE PRICING ATTACHMENT AS PRESENTED. It is also the expectation of Shandon JUSD that should the presumed tariff be LESS than $25 \%$ or not ultimately be imposed upon the manufacturer's product, the cost saving will be passed along to Shandon JUSD and, in turn, the FCC's ERate program as well. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than $25 \%$ at the time of purchase, Shandon JUSD will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoicing. Applicant may consider multi-year and/or contracts with voluntary extensions. Any voluntary contract extensions must be indented within the awarded contract and must be of a specific number and duration. Contracts with automatic or evergreen contract extension terms will not be considered. Applicant may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth. Service Providers submitting proposals in response to this FCC Form 470 must be in compliance with the rules and orders governed by the Federal Communications Commission. Failure to be in compliance and remain in compliance may result in the denial of discount funding, and/or cancellation of funding commitments, and/or could result in civil or criminal prosecution by law enforcement authorities. Service Providers submitting proposals must do so in good faith of compliance with the Lowest Corresponding Price (LCP) Rule (see 47 CFR Part 54 Section 54.500(f)). Service Providers submitting proposals must be in full compliance with USAC's Free Services Advisory http://www.usac.org/sl/applicants/ step $02 /$ free-services-advisory.aspx. Any offering of free services must be clearly identified in service providers' bids. Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC timely, Applicant will only be responsible for paying its non-discounted share. The Service Provider acknowledges that all pricing and technology infrastructure information in its contract shall be considered as public and non-confidential pursuant to CFR Part 54 Section 504 (2)(i)(ii)"

Billed Entities

| Billed Entity Number | Billed Entity Name |
| :--- | :--- |
| 143982 | SHANDON JT UNIFIED SCH DIST |

## DRAFT

# Shandon Joint Unified School District 

101 South First Street Box 79, Shandon, CA 93451

## RFP BID NUMBER 20191

E-RATE 2019-2020
YEAR 22 - CATEGORY 2
Bid Documents and General Conditions
The District will receive bids at:

Shandon Joint Unified School District
101 South First Street Box 79, Shandon, CA 93451

Until 10:00 a.m., local time on March 6, 2019.
Bids are late at 2:01 P.M. Shandon Joint Unified School District clock is the official time.
NOTE: Bids submitted to other locations are non-responsive.
The district will reject such offers.

## NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Shandon Joint Unified School District , California, acting by and through its Governing Board, hereinafter referred to as the Shandon Joint Unified School District will receive up to, but not later than 10:00 a.m. March 6, 2019 at 101 South First Street Box 79, Shandon, CA 93451 , sealed bids for the award of ERate contracts for the following:

## E-RATE YEAR 22

## RFP BID NUMBER 20191

All proposals shall be submitted separately and sealed in a package plainly marked with the appropriate title for each proposal. The Board reserves the right to reject any or all proposals and to waive informality in any proposals received. No vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal.

## NO INSTALLATION REQUIRED

| PROCUREMIDNI TIMIDLINB |  |
| :--- | :--- |
| RFP ISSUED: | $2 / 5 / 2019$ |
| REQUESTS FOR INFORMATION DEADLINE | $2 / 18 / 2019$ |
| PROPOSALS DEADLINE: | $3 / 6 / 201910: 00$ AM |
| PROJECT START DATE: | PENDING FUNDING APPROVAL |
| PROJECT END DATE: | $9-30-20+$ USAC APPROVED |
|  | EXTENSIONS |

Network Electronics RFP Bid No. 20191
Bids Due on 2/4/2019

## Service Provider Criteria and Contract Requirements

## E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.
The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

## 2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx
c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do
d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.
f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
g. Goods and services provided shall be clearly designated as "E-rate Eligible". Noneligible goods and services shall be clearly called out as $100 \%$ non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
i. In the event of questions during an E-rate pre-commitment review, postcommitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC https://www.usac.org/sl/applicants/step06/invoicecheck.aspx
k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

## 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to $\$ 54.504(2)(i)(i i)$.
c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to $\S 54.511$ (b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
d. This offer is in full compliance with USAC's Free Services Advisory https://www.usac.org/sl/applicants/step01/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

## 4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2019 funding year (July 1, 2019). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1 , then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

## EARLY FUNDING CONDITIONS

## Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 图, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
http://www.usac.org/sl/applicants/step05/installation.aspx

## Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- We also amend our rules for category two non-recurring services to permitapplicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1.This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 圆, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).
5) INVOICING
a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

## 6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

## 7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS

 EXPIRATIONDuring the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of $\qquad$ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: $\qquad$ Title:

Phone Number: $\qquad$ Email: $\qquad$
Service Provider Name: $\qquad$

## SUBMISSION INSTRUCTIONS

Service Provider shall provide One (1) original signed and sealed RFP Response and one (1) RFP response submitted electronically via thumb drive.

Proposals must be submitted by 10:00 AM on March 6, 2019 in writing to:
Shandon Joint Unified School District
Attn: Kristina Benson
101 South First Street Box 79
Shandon, CA 93451
Shandon Joint Unified School District may choose to ask clarification questions or request additional information.

Shandon Joint Unified School District reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the Shandon Joint Unified School District may require. The Service Provider's quotation submission is recognition of this right.

In addition, the Shandon Joint Unified School District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

## REQUESTS FOR INFORMATION

All requests for information (RFI) should be sent via email to Kristina Benson kbenson@shandonschools.org. The email should have the following information within the subject line: RFP ID Number and the Form 470 number.

Shandon Joint Unified School District will not respond to phone inquiries.
All addendum(s), questions and answers will be posted to the E-rate EPC website at https://data.usac.org/publicreports/Forms/Form470Detail/Index.

Please "Follow" the Form 470 to receive all EPC updates pertaining to the Form 470.

## EVALUATION AND SELECTION CRITERIA

Shandon Joint Unified School District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:
$\S 54.503$ (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511 .
§54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most costeffective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

## SELECTION CRITERIA:

| Eligible Price/Charges | $50 \%$ |
| :--- | :--- |
| Non-eligible Price/Charges | $10 \%$ |
| District Experience | $10 \%$ |
| References | $5 \%$ |
| Ability to deliver service in desired time frame | $5 \%$ |
| Vendor qualifications/certifications | $10 \%$ |
| Proposal Quality | $10 \%$ |
| Total | $100 \%$ |

## TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

## VENDOR PROTEST

Any Vendor who submitted a proposal to the District may file a protest provided that each and all of the following are compiled with:
a) The protest is in writing;
b) The protest is filed and received by the District's Supervisor of Purchasing not more than three (3) calendar days following the date of the District selection of the apparent bidder;
c) The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matter not set forth in written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Supervisor of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals

## TAXES AND FEES

The District is subject to State of California Sales and Use Tax. Proposal prices shall include allowances for all taxes including but not limited to all Federal, State and Local taxes.

SPECIAL NOTE: It is the expectation of Shandon JUSD that any respondent to this solicitation familiarize themselves with the impact that any as yet unknown tariff(s) imposed upon particular manufacturer's products and are appropriately accounted for in the respondent's fee proposal. Shandon JUSD presumes a $25 \%$ tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including any mutually agreed upon extensions). PLEASE INCLUDE THIS 25\% TARIFF WHEN COMPLETING THE PRICING ATTACHMENT AS PRESENTED. It is also the expectation of Shandon JUSD that should the presumed tariff be LESS than $25 \%$ or not ultimately be imposed upon the manufacturer's product, the cost saving will be passed along to Shandon JUSD and, in turn, the FCC's E-Rate program as well. It should also be presumed by respondents that should any tariff
imposed upon a particular manufacturer's product be higher than $25 \%$ at the time of purchase, Shandon JUSD will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoicing.

## SCOPE OF WORK

The Goal: To provide qualified vendors with the necessary information and specifications to allow them to respond with a solution that they determine best meets those requirements.

No refurbished equipment is acceptable

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and optional professional services.

The scope of the project will be as follows:

- The purpose of this project is to purchase network switching equipment with a three year warranty at each location.
- Standard Manufacturer Warranty


## REQUEST FOR SUBSTITUTION

Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (Specified Item) and will completely accomplish the purpose of the Contract Document. The Service Substitution must be accompanied by evidence as to whether the proposed substitution:
(1) Is equal in quality service ability to the Specified Item;
(2) Will entail no changes in detail, construction and scheduling of related work;
(3) Will be acceptable in consideration of the required design and artistic effect;
(4) Will provide no cost disadvantage to District;
(5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
(6) Will require no change of the construction schedule.

## ORDER TERM

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2019 thru September 30, 2020. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2021.

## PRICING SUBMISSION INSTRUCTIONS

Please submit Quotations by school, as well as a summary page, and include the following:

## Project Summary

| Description | Part \# | Q <br> T <br> Y | Price Per <br> Item | E-Rate <br> Eligible <br> Price | E-Rate <br> Ineligible <br> Price | Total <br> Price |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Cisco Meraki Cloud Managed MS250- <br> 48 - switch - 48 ports - managed - <br> rack-mo or equal | MS250-48-HW | $\mathbf{2}$ |  |  |  |  |
| Cisco Meraki Enterprise - subscription <br> license (3 years) + 3 Years Enterpri | LIC-MS250- <br> 48LP-3YR | $\mathbf{2}$ |  |  |  |  |
| Cisco Meraki MR84 Cloud Managed - <br> wireless access point or equal | MR84 | $\mathbf{2}$ |  |  |  |  |
| Meraki Dual-Band Omni Antenna (4/7 <br> dBi Gain) Set - antenna or equal | MA-ANT-20 | $\mathbf{4}$ |  |  |  |  |
| Cisco Meraki Enterprise Cloud <br> Controller - subscription license (3 <br> years) | LIC-ENT-3YR | $\mathbf{2}$ |  |  |  |  |

## Shandon Elementary School

301 S 1st St, Shandon, CA 93461

| Description | Part \# | QT <br> Y | Price Per <br> Item | E-Rate <br> Eligible <br> Price | E-Rate <br> Ineligible <br> Price | Total <br> Price |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Cisco Meraki Cloud Managed MS250- <br> 48 - switch - 48 ports - managed - rack- <br> mo or equal | MS250-48- <br> HW | $\mathbf{2}$ |  |  |  |  |
| Cisco Meraki Enterprise - subscription <br> license (3 years) + 3 Years Enterpri | LIC-MS250- <br> 48LP-3YR | $\mathbf{2}$ |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |


| Grand Total |  |  |  |
| :--- | :--- | :--- | :--- |

## Shandon High School

151 S 1st St, Shandon, CA 93461

| Description | Part \# | QT <br> Y | Price Per <br> Item | E-Rate <br> Eligible <br> Price | E-Rate <br> Ineligible <br> Price | Price <br> Price |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Cisco Meraki MR84 Cloud Managed - <br> wireless access point or equal | MR84 | $\mathbf{2}$ |  |  |  |  |
| Meraki Dual-Band Omni Antenna (4/7 <br> dBi Gain) Set - antenna or equal | MA-ANT-20 | $\mathbf{4}$ |  |  |  |  |
| Cisco Meraki Enterprise Cloud <br> Controller - subscription license (3 <br> years) | LIC-ENT-3YR | $\mathbf{2}$ |  |  |  |  | Special Education Department February, 2019

Current students receiving special education services: $49+2$ served in Regional/private programs

- PK - 5th grade: 21 IEPs (4 initials pending) + 3504 Plans
- 6th - 12th grade: 18 IEPs + 9504 Plans

Students receiving only speech therapy service: 10
Students of residence being served outside of Shandon School District: 2
Staff Credentialed special education teachers: 3

- 6-12th grade - Jeannie Thornton
- SDC Classroom - Monica Carr
- TK-5th grade - Danya Pratt

Classified Paraeducators supporting special education: 7

- 6-12th grades: Cassandra Uzeta(1:40-3:10 SES), Enrique Ramirez, Maria Sendejas (a.m.), Yesenia
- TK -5th grades: Jenni Valdez, Martha Soto, Sunshine Wright, Maria Sendejas (p.m.)
- Substitutes: Sheryl Easterbrook, Michelle Fielder, Alyssa Moe, Cassidy Brimer

Service Specialists providing special education services: 5

- Adaptive PE: Jolene Martin (2 hours/month) - serves 1 student
- Occupational Therapist: Jeanette Daily (1 day/week) - serves 3 students
- Speech Pathologist: Tracy White (3 days/week) - serves 30 students
- School Psychologist: Andy Needles (4 days/week) - serves District through student assessment, individual counseling and facilitating most IEP meetings.
- Casemis Operator: Jean DeClue, Templeton USD

Prepared and Submitted by:
Danya Pratt, Special Education Coordinator

# Board Report for February 2019 <br> Shandon Elementary 

## $100^{\text {th }}$ Day of School

On January $25^{\text {th }}$ we celebrated the $100^{\text {th }}$ day of school where we recognized all students for being a 100 days smarter and awarded 32 students with medals for being at school all 100 days.

## Student Leadership

Val-a-grams will be sold before and after school from February $7^{\text {th }}-14^{\text {th }}$. Each Val-a-gram can be purchased for $\$ 3.00$ and will consist of a stuffed animal, card, and complimentary lollipop. Proceeds will be used to purchase playground equipment.

## Staff Development

San Luis Coastal invited us to attend a Middle School Science Publisher Screening on February $5^{\text {th }}$. Mr. Martin attended the event and analyzed science curriculum from Houghton Mifflin, IQWST/Accelerated Learning, and Discovery Education.

On March $1^{\text {st }}$, five elementary teachers will be attending training on Positive Behavior Intervention and Support through our MTSS grant. This training is being hosted by San Luis Obispo County Office of Education.

## Dr. Seuss Celebration and Activities

Kindergarten through fifth grade students will be celebrating reading and Dr. Seuss with a variety of activities the week of February 25 - March 1. (See Flyer for more information)

## Trimester Awards

During our Trimester Awards Assembly students will be recognized for their academic achievement, citizenship, and attendance. The assembly will be held in the SES cafeteria on February $28^{\text {th }}$. All students with "Good Attendance" will celebrate with a pizza party.

## Family Movie Night

Shandon Elementary School presents Family Movie Night on Friday, March $8^{\text {th }}$. The event begins at 6:00pm, will be hosted in the high school gym, and admission is free. We will be showing Ralph Breaks the Internet and refreshments will be available for purchase.

# YO HAPPY BIRTHDAY DR. SEUSS! <br> Celebrate Reading and Dr Seuss <br> February 25-March 1, 2019 

Green Eggs and Ham Monday Wear green

Cat in the Hat Tuesday
Wear your favorite Hat!

## Wacky Wednesday <br> Wear your Wackiest outfit!

Thing One and Thing Two Thursday Oress up like thing one and thing two (twins)
with a friend

## Pajama Day Friday

Drop everything and read day!



[^0]:    ***Note: Education Code 32288 requires that districts notify CDE if a school has not complied with the safety plan requirements. In the event that the Superintendent of Public Instruction determines that there has been a willfill failure by a district to make any report required by Education Code 32280-32289, Education Code 32287 provides that the district may be fined up to $\$ 2,000 .{ }^{* *}$

[^1]:    Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

