



San Juan Unified School District
Regular Meeting of the Board of Education
3738 Walnut Avenue, Carmichael, California 95608

Zima Creason, President
Pam Costa, Vice President
Saul Hernandez, Clerk
Ben Avey, Member
Paula Villescaz, Member
Tanya Kravchuk, Member
Vacant, Member

PUBLIC PARTICIPATION GUIDELINES

Board of Education meetings are held in person in the board room located at 3738 Walnut Avenue, Carmichael, California. Alternatively, you can view the board meeting on YouTube from a computer, mobile device or tablet. The YouTube link can be found on the district's [YouTube channel](#) or by visiting <https://www.sanjuan.edu/boardmeeting> where the link will be posted approximately 15 minutes prior to the start of the meeting. The district has taken the following steps to assist the public in offering public comment:

1. **In Person Public Comment.** Public comment may be offered in person during the board meeting at the district office located at 3738 Walnut Avenue, Carmichael, California. Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter. Please be aware that public comments, including your name, become part of the public record.
2. **Online Submission of Public Comment.** Members of the public may submit written comments by using the comment form located on the district website at <http://www.sanjuan.edu/boardmeeting>. If you wish to submit a written comment on more than one agenda item, please submit a separate form for each item on which you are commenting. Written comments are limited to 1,500 characters. Comments will be provided to the members of the board.

The business to be considered at this board meeting is on the following agenda:

Board of Education Agenda
September 26, 2023

A. OPEN SESSION/CALL TO ORDER/PLEDGE OF ALLEGIANCE – 6:30 p.m.

B. APPROVAL OF THE MINUTES – September 12, 2023, regular meeting, pages 2540-2543.

C. ORGANIZATIONS/ANNOUNCEMENTS – 6:35 p.m.

1. Recognition

- a. Week of the School Administrator (Toto)
Action: Adoption of Resolution No. A-430 proclaiming the week of October 8-14 as the Week of the School Administrator.

2. High School Student Council Reports

3. Staff Reports

4. Board-appointed/District Committees

5. Employee Organizations

6. Other District Organizations

D. VISITOR COMMENTS – 6:50 p.m.

Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter. Public comments, including your name, become part of the public record.

E. CONSENT CALENDAR – E-1/E-12 – 7:20 p.m.

Action: The administration recommends that the consent calendar, E-1 through E-12, regarding regular business items, be approved. Any item may be removed for further discussion and separate action following consideration of remaining agenda items.

1. *Personnel – appointments, leaves of absence and separations.
2. *Purchasing Report – purchase orders and service agreements, change orders, construction and public works bids and zero dollar contract.
3. *Business/Financial Report – warrants and payroll.

4. Acceptance of the following gifts:
 - Bella Vista High School:** from Bella Vista Yearbook Club ASB – for Nikon Z5 camera with Nikkor Z 24-200mm zoom lens: \$1,836.79.
 - Encina Preparatory High School:** from Downtown Ford Sacramento: \$300.
 - Mesa Verde High School:** from Steelscape Community Relations Committee – for ceramics: \$500.
 - Northridge Elementary School:** from Susan Botkin: \$150; from Wendy Weir: \$150; Country Club Lions Club Foundation: \$300; Omega Nu Sorority: \$450.

5. *Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.

6. *Adoption of Resolution No. 4099 to Commit Fund Balance.

7. *Approval to submit the 2023-2024 Consolidated Application for Funding to the California Department of Education (CDE) and State Board of Education (SBE).

8. *Approval of the Visions In Education memorandum of understanding effective July 1, 2023, through June 30, 2024.

9. *Approval of the Visions In Education special education memorandum of understanding effective July 1, 2023, through June 30, 2024.

10. *Approval of the memorandum of understanding from the Sacramento County Office of Education (SCOE) regarding SCOE passing funding through to the district, pursuant to Assembly Bill 179, for the Camp Winthers project and the Encina Preparatory High School Career Technical Education construction pathway project.

11. *Approval of the first amendment to the lease agreement for the Youth Development Network at the property located at 6141 Sutter Avenue, Carmichael, CA 95608.

12. *Ratification of three committee members to the Special Education Community Advisory Committee.

*Material provided.

F. CONSENT CALENDAR (continued, if necessary)

Discussion and action on the items removed from the consent calendar.

G. BUSINESS ITEMS

1. **Summer Learning – 7:25 p.m.** (Schnepp)
Material provided.

Report: regarding the learning opportunities for the summer of 2023.

2. **Professional Learning and Innovation – 7:45 p.m.** (Slavensky)
Material provided.

Report: regarding the work and current priorities of the Professional Learning and Innovation (PLI) department.

3. **Public Hearing: Sufficiency of Textbooks and Instructional Materials – 8:05 p.m.** (Schnepp)
Material provided.

Public Hearing/Action: The superintendent is recommending that the board hold a public hearing and adopt Resolution No. 4100 stating that each pupil in each school in the district has sufficient textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

4. **Public Hearing: Conveyance of Permanent Easement at Casa Roble Fundamental High School – 8:10 p.m.** (Arps)
Material provided. (Discussed: 09/12/2023)

Public Hearing/Action: regarding the proposed conveyance at Casa Roble Fundamental High School and to adopt Resolution No. 4098 conveying one permanent easement at Casa Roble Fundamental High School to the Citrus Heights Water District.

H. BOARD REPORTS – 8:15 p.m.

I. FUTURE AGENDA – 8:25 p.m.

The board may wish to identify items to be discussed at future meetings and the reasons therefore.

J. ADJOURNMENT – 8:30 p.m.

The Board of Education welcomes and encourages the public's participation at the board meetings and has devoted time throughout the meeting for that purpose. You may comment on items included on this agenda; however, we ask that you limit your comments to two (2) minutes, so that as many people as possible may be heard (Education Code section 35145.5, Government Code section 54954.3). When an item indicates "material provided," the additional information is available prior to the meeting in the Information and Communication Office, 3738 Walnut Avenue, Carmichael, (916) 979-8281, or on the district website at www.sanjuan.edu.

A person with a disability may contact the Board of Education office at (916) 971-7111, or email stephanie.cunningham@sanjuan.edu at least 48 hours before the scheduled board meeting to request receipt of an agenda and other distributed writings in an appropriate alternative format, or to request disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public board meeting.

Translation and interpretation services will be made available upon request with advance notice. If you wish to utilize these services, please notify the Board of Education office at (916) 971-7111, or email stephanie.cunningham@sanjuan.edu at least 24 hours before the scheduled board meeting to allow for the scheduling of appropriate translation staff and other resources.

NOTE: The times indicated are approximate.

Mission Statement

Valuing diversity and excellence, the San Juan Unified School District's mission is to educate and inspire each student to succeed and responsibly contribute to a radically evolving world by providing innovative, rigorous, student-focused instruction and programs in a safe, caring and collaborative learning community.



B
09/26/2023

San Juan Unified School District
Board of Education
3738 Walnut Avenue, Carmichael, California 95608

**Board of Education Minutes
September 12, 2023**

Regular Meeting
Board of Education
5:30 p.m.

Open Session/Call to Order/Announcement of Closed Session Topics (A)

The September 12 regular meeting was called to order by the president, Zima Creason. The board meeting was held in person and was also streamed to the district's YouTube channel.

Roll Call

Present:
Zima Creason, president
Pam Costa, vice president (*left at 8:39 p.m.*)
Saul Hernandez, clerk
Ben Avey, member
Paula Villescaz, member (*via telephone at the district office*)
Tanya Kravchuk, member
Vacant:
Trustee area 7, member

Visitor comments: Closed Session (A-1)

There were no closed session visitor comments.

Closed Session (B)

The meeting was then recessed with the board convening in closed session to consider a student enrollment in one case (Education Code section 48918[f]) and to discuss with negotiator Daniel Thigpen, Executive Director, Labor Relations and Government Affairs, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units; and regarding non-represented groups: management and confidential units (Government Code section 54957.6).

Reconvene Open Session/Pledge of Allegiance (C)

At 6:30 p.m., the meeting was called back to order by the president, Zima Creason. Four members of the Del Campo High School Air Force Jr. ROTC led the group in the Pledge of Allegiance.

Minutes Approved (D)

It was moved by Ms. Kravchuk, seconded by Mr. Avey, that the minutes of the August 22 regular meeting be approved. MOTION CARRIED UNANIMOUSLY [AYES: Creason, Costa, Hernandez, Avey, Villescaz, Kravchuk; NOES: None; ABSTAIN: None].

Recognition: 2024 Certificated Employees of the Year (E-1)

Assistant Superintendent of Human Resources Rebecca Toto Ed.D. introduced Karen Davidson and Susan Sloan as the 2024 Certificated Employees of the Year.

High School Student Council Reports (E-2)

High School Student Council representatives Lainey Szejda and Morgan Reed from Rio Americano High School and Amiya Farias and Keira Chandler from Casa Roble Fundamental High School updated the board on the goals, activities and achievements at their respective schools.

Staff Report (E-3)

Chief Operations Officer Frank Camarda provided an update on the safety improvements that are being implemented at school sites throughout the district.

Closed Session/Expulsion Actions (E-7)

Mr. Hernandez reported that the board voted unanimously to accept a hearing panel's recommendation of one denied enrollment in case number OS-01.

Visitor Comments (F)

Jemma shared information about her experiences as a student in San Juan Unified.

B.J. Combs commended the district on the renovation of Barrett Middle School.

Ross Gallagher spoke about the work of counselors at Sylvan Middle School.

Nancy Brown-Pelley made comments regarding the innovative school journey at Woodside K-8.

Laura Fierro expressed her concerns about the new library furniture at Rio Americano High School.

Poonie Holst expressed her concerns regarding class schedules at Rio Americano High School.

Consent Calendar Approved (G-1/G-6)

It was moved by Ms. Costa, seconded by Ms. Kravchuk, that the consent calendar items G-1 through G-6 be approved. MOTION CARRIED UNANIMOUSLY [AYES: Creason, Costa, Hernandez, Avey, Villescaz, Kravchuk; NOES: None; ABSTAIN: None].

Personnel (G-1)

Appointments, leaves of absence, separations and job description/salary range change – approved as submitted.

Purchasing Report (G-2)

Purchase orders and service agreements and change orders – approved as submitted.

Business/Financial Report (G-3)

Notices of completion – approved as submitted.

Gifts (G-4)

Acceptance of gift to Family and Community Engagement (FACE).

Surplus Property Report (G-5)

Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.

Resolution No. 4096: Gann Appropriation Limits (G-6)

Adoption of Resolution No. 4096 approving Gann Appropriation Limits for 2022-2023 and 2023-2024.

Antibias Education Grant Program (I-1)

Associate Superintendent of Educational Services Debra Calvin, Ed.D., introduced the topic and Director of Equity and Student Achievement Omar Field-Ridley who gave a presentation on the Antibias Education Grant Program. Mr. Field-Ridley provided an overview of the grant proposal, and he discussed the proposed grant actions, the expanded roles and responsibilities of the two site-based positions and data collection methods.

Public Comment:

Ashley Freer spoke about the connection between the well-being of students and gun violence in schools.

Denisha Bland, associate director of Sacramento Area Youth Speaks (SAYS), stressed the importance of the antibias grant.

Lynn Berkley-Baskin, speaking on behalf of the Greater Sacramento NAACP President Betty Williams and as the community outreach chair of the Jewish Community Relations Council, made comments about school inclusion.

Bina Lefkovitz urged the board to continue to support the district's existing diversity, equity and inclusion efforts.

April Bean expressed opposition to the implementation of the grant.

Maxine spoke about the actions taking place in other local school districts.

Debbie made comments about diversity, equity and inclusion and the implementation of the grant.

Katherine Morash shared her experiences as a special education teacher.

Susan Zimmer encouraged the board to accept the grant funding.

Jeff Deland spoke about equal access for all students.

Bill Simmons expressed his support for the antibias education grant program.

Chris Gresens expressed his support for the antibias education grant program.

Sarah Thompson shared information about her experiences with the Sacramento Kindness campaign.

Karen Roberts expressed her support for the antibias education grant program.

Cornel Anton expressed his opposition for the antibias education grant program.

Andrea Hedstrum spoke about the actions of the state legislature and gender ideology.

Lorrean Pryor, president of the Black Youth Leadership Project, spoke about belonging and inclusive environments on school campuses.

It was moved by Mr. Avey, seconded by Mr. Hernandez, to extend public comment by another 30 minutes. MOTION CARRIED UNANIMOUSLY [AYES: Creason, Costa, Hernandez, Avey, Villescaz, Kravchuk; NOES: None; ABSTAIN: None].

Lisa Stanley expressed support for the antibias education grant program.

David Martasian urged the board to support the grant.

Victoria Whitney encouraged the board to support the grant.

Cerissa Brown shared information about her son's experiences as a student in the district.

Irina Giyenko expressed support for the antibias education grant program.

DJ Waldow expressed support for the antibias education grant program.

Murad "Moe" Sarama spoke about safe and welcoming environments for students.

Rachel Raymond expressed her support for implementation of the grant.

Alan Rowe shared information about the experiences of his grandchildren as students in the district.

Ms. Costa expressed support for the grant and appreciation for the public comments, and she also made comments about respect, student voice, equity, social-emotional learning and test scores. Mr. Avey expressed gratitude for the additional information and for all the public comment, he shared that he is supportive of the grant and he made comments about identity and activity groups. Mr. Hernandez said he is better informed on the agenda item after meeting with Dr. Calvin and Mr. Field-Ridley, and he expressed support for the grant. Ms. Villescaz thanked staff for the presentation and the public for their comments, she expressed her continued support for the grant and she made comments regarding safe and inclusive

environments. Ms. Kravchuk thanked everyone for their emails and comments, she acknowledged the differing opinions about the grant and she stated she would stand by her previous statements, explaining why she does not support the implementation of the grant. Ms. Creason shared personal information about her lived experiences, and she spoke about the potential impact of the grant.

It was moved by Ms. Villescaz, seconded by Ms. Costa, to approve the implementation of funds as defined by the grant. MOTION CARRIED 5-1-0 [AYES: Creason, Costa, Hernandez, Avey, Villescaz; NOES: Kravchuk; ABSTAIN: None].

The board recessed from 8:39 p.m. – 8:49 p.m.

Cultivating Leaders Program (I-2)

Dr. Calvin gave a presentation on the Cultivating Leaders Program, which included the purpose of the program, participation data, program supports, mentor supports and seminar topics. Sylvan Middle School Vice Principal Michelle Schuermann and Carnegie Middle School Principal Aaron Wurtzer shared their voices from the field as part of the mentor/mentee relationship. Board members made comments and posed questions, which staff addressed.

2022-2023 Unaudited Actuals and 2023-2024 Budget Revisions (I-3)

Chief Financial Officer Jennifer Stahlheber presented the 2022-2023 unaudited actuals and 2023-2024 revised budget. Ms. Stahlheber explained the unaudited actuals are and she reviewed the significant changes to the 2023-2024 budget since it was adopted last June. Ms. Stahlheber discussed next steps. Mr. Avey suggested that the benefits expenditures be broken out into classified and certificated. Ms. Kravchuk thanked staff for the report. It was moved by Ms. Villescaz, seconded by Ms. Kravchuk, to accept the unaudited actuals for 2022-2023 and approve the revisions to the 2023-2024 budget. MOTION CARRIED 5-0-1 [AYES: Creason, Hernandez, Avey, Villescaz, Kravchuk; NOES: None; ABSENT: Costa].

Public Hearing: Conveyance of Permanent Easement at Katherine Johnson Middle School (I-4)

Chief Operations Officer Frank Camarda presented the item. Ms. Creason declared the topic of conveying a permanent easement at Katherine Johnson Middle School (Creekside site) a public hearing and invited the public to speak. There being no questions or comments from the public, Ms. Creason declared the public hearing closed. It was moved by Mr. Hernandez, seconded by Mr. Avey, to adopt Resolution No. 4095, conveying one permanent easement at Katherine Johnson Middle School (Creekside site) to the Sacramento Municipal Utility District (SMUD). MOTION CARRIED 5-0-1 [AYES: Creason, Hernandez, Avey, Villescaz, Kravchuk; NOES: None; ABSENT: Costa].

Resolution No. 4097: Notice of Intent to Convey Easement at Casa Roble Fundamental High School (I-5)

Mr. Camarda presented the item. It was moved by Ms. Kravchuk, seconded by Mr. Avey, to adopt Resolution No. 4097, declaring the intent to convey a permanent easement at Casa Roble Fundamental High School to the Citrus Heights Water District and to call a public hearing to be held on September 26, 2023. MOTION CARRIED 5-0-1 [AYES: Creason, Hernandez, Avey, Villescaz, Kravchuk; NOES: None; ABSENT: Costa].

Resolution No. 4089: Exemption to the Separation-From-Service Requirement (I-6)

Dr. Toto presented the item. It was moved by Mr. Avey, seconded by Mr. Hernandez, to adopt Resolution No. 4089 Exemption to the Separation-From-Service Requirement pursuant to Education Code 24214.5 or 26812. MOTION CARRIED 5-0-1 [AYES: Creason, Hernandez, Avey, Villescaz, Kravchuk; NOES: None; ABSENT: Costa].

Board Reports (J)

Mr. Hernandez shared information about the new high school girls flag football program.

Future Agenda (K)

There were no items added to the future agenda.

Adjournment (L)

At 9:24 p.m., there being no further business, the regular meeting was adjourned.

Zima Creason, Board President

Melissa Bassanelli, Secretary

Approved: _____
:sc

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: C-1 (a)

MEETING DATE: 09/26/2023

SUBJECT: Week of the School Administrator

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Human Resources

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. A-430, proclaiming the week of October 8 - 14, 2023, as the Week of the School Administrator.

RATIONALE/BACKGROUND:

The State of California has proclaimed the second week in October as "Week of the School Administrator." Administrators throughout the state will be recognized for the work they do all year long on behalf of education. Attached to this document is a resolution proclaiming the week of October 8 – 14, 2023, as the Week of the School Administrator for the San Juan Unified School District.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Rebecca Toto, Ed.D., Assistant Superintendent, Human Resources 

APPROVED BY: Melissa Bassanelli, Superintendent of Schools 

Resolution No. A-430
WEEK OF THE SCHOOL ADMINISTRATOR
October 8 – 14, 2023

WHEREAS, leadership matters for California's public education system and the more than 6 million students it serves. School administrators are passionate, lifelong learners who believe in the value of quality public education. Providing quality service for student success is paramount for the profession; and

WHEREAS, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders and other school district employees are considered administrators; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California's superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state. The future of California's public education system depends upon the quality of its leadership; now therefore

BE IT RESOLVED, by the San Juan Unified School District Board of Education, that it recognizes the week of October 8 – 14, 2023, as the Week of the School Administrator in honor of the many outstanding contributions and services provided by school administrators in the San Juan Unified School District; and

BE IT FURTHER RESOLVED that the district commends San Juan Unified School District administrators for their support of and their contributions to quality education for students.

Attested to this 26th day of September, 2023

Zima Creason, President

Pam Costa, Vice President

Melissa Bassanelli, Superintendent of Schools

Saul Hernandez, Clerk

Ben Avey, Member

Paula Villescaz, Member

Tanya Kravchuk, Member

Vacant, Member

Board of Education
San Juan Unified School District
Sacramento County, California

APPROVED: 

HUMAN RESOURCES

The following reports are submitted for board approval

Personnel Pages	Page #
Appointments	
Management	
Certificated	1
Classified	1
Leaves of Absence	
Management	
Certificated	1
Classified	1-2
Separations	
Management	
Certificated	2
Classified	2
Pre-Retirement Reduced Workload	
Reassignments/Change in Work Year	
Errata	
Job Description/Salary Range Change	
Management	
Certificated	
Classified	
Unrepresented	
Cabinet Contracts/Extension of Contract	
Recommendation to Extend A District Intern Credential	
Certificated	
Credential Approval Recommendations	
Certificated	
Charter School Personnel Actions	
Choices	

Agenda for the September 26, 2023 Board Meeting

1. APPOINTMENTS

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Mosqueda, Melissa	Temp	Teacher Grade 3	Howe Avenue	09/11/23 06/05/24
New Hire	Pankratz, Jamie	Temp	Counselor K/6	Mission Avenue	09/01/23 06/05/24
New Hire	Rodriguez, Diana	Temp	Tch- Resource Spec K/12	Lichen	09/25/23 06/05/24
New Hire	Saeteurn, Sou	Prob	Counselor Spec Prgm	Lsc Region 2 Barrett	09/05/23
New Hire	Swift, Jennifer	Temp	Tch- Clsrm Elem Trv -Art	Teaching and Learning	08/31/23 06/05/24
New Hire	To, Grachelle	Prob	Counselor-9/12	Mesa Verde	09/05/23
Rehire	Driffill, Brittany	Temp	Tch-Grad 7/8	Arcade Middle School	09/11/23 06/05/24
Rehire	Rich, Maxine	Prob	Teacher Grade 1	Mission Avenue School	09/05/23

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Badila, Paula	Prob	Instructional Assistant I	Starr King	09/11/23
New Hire	Bennett, Cassandra	Prob	Instructional Assistant I	Whitney Avenue	09/05/23
New Hire	Falk, Aaron	Prob	Groundskeeper/Gardener	M&O - Building Maintenance	09/05/23
New Hire	Hellmann, Garrett	Prob	Fiscal Technician II	Early Childhood Education	08/28/23
New Hire	Hernandez, Mache	Prob	School Playground Rec Aide	Dyer-Kelly	09/06/23
New Hire	Huang, Hwei-Shin	Prob	Instructional Assistant I	Thomas Edison	09/05/23
New Hire	Johnson Jr, Roy	Prob	Campus Monitor	Del Campo	09/01/23
New Hire	Long, Tiffanie	Prob	Instructional Assistant I	Grand Oaks	09/05/23
New Hire	Matthews, Sherry	Prob	Instructional Assistant I	James Cowan	09/11/23
New Hire	McDowell, Anna	Prob	Instructional Assistant I	Pershing	08/23/23
New Hire	Mejia, Zachariah	Prob	Instructional Assistant I	Whitney Avenue	08/28/23
New Hire	Mujica, Dania	Prob	Instructional Assistant I	Mariemont	08/28/23
New Hire	Ochoa, Alma	Prob	Non-Instruct Support Aide	San Juan ECE	09/11/23
New Hire	Paxiao, Steven	Prob	Campus Monitor	Mesa Verde	08/23/23
New Hire	Ram, Brianna	Prob	Behavior Support Assistant	Special Ed - Kenneth	09/11/23
New Hire	Sherman, Alyssa	Prob	Clerk	Orangevale Open	08/30/23
New Hire	Valena -Marlang, Nicholas	Prob	Htg & Air Cond Tech II	M&O - Building Maintenance	09/01/23
New Hire	Williams, Eliza	Prob	Child Dev Assist-SA	Woodside ECE	09/11/23
New Hire	Wright, Brooke	Prob	Instructional Assistant I	Ottomon	08/31/23
Rehire	Pollock, Erin	Prob	Instructional Assistant I	Green Oaks School	09/06/23

2. LEAVES OF ABSENCE

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Paid	Barnes, Douglas	Perm	Teacher Grade 6	James Cowan	08/30/23 10/26/23
Paid	Davis, Vanessa	Perm	Tch-(ED) Emotional Dstbd	La Vista Center	07/01/23 09/19/23
Paid	Galindo, Gabrielle	Perm	Nurse	Health Services	08/10/23 11/03/23
Paid	Garcia, Sarah	Prob	Tch-Mod/Severe K/12	Kingswood	08/28/23 10/06/23
Paid	Haynes, Shannon	Perm	Tch-Grad 9/12	Mira Loma	08/09/23 10/31/23
Paid	Santin-Gouldthread, Kelly	Perm	Tch-Mod/Severe K/12	Ralph Richardson Center	07/01/23 09/22/23
Paid	Zenuk, Elizabeth	Perm	Tch-Grad 9/12	Del Campo	07/01/23 11/01/23
Paid	Zhang, Songsong	Perm	Tch-Pre-School	Early Childhood Education	07/01/23 10/31/23
Unpaid	Cernat, Tatiana	Perm	Tch-Pre-School	Billy Mitchell	08/16/23 06/06/24
Unpaid	Soto, Lisette	Perm	Teacher Grade 1	James Cowan	07/01/23 06/30/24

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Paid	Ahrar, Muzhgan	Prob	Instructional Assistant I	Cottage	07/01/23 11/07/23
Paid	Dominque, Timothy	Perm	Lead Roofer	M&O - Building Maintenance	08/18/23 10/13/23
Paid	Douglas, Jenee	Perm	Instructional Assistant II	Trajan	07/01/23 11/02/23
Paid	Huff, Tori	Perm	Expanded Learning Site Fac	Pupil Personnel Services	08/09/23 09/30/23
Paid	Johnson, Kevin	Perm	Mid School Head Cust	Arcade	07/01/23 06/30/24
Paid	Mahurin, Angela	Perm	Intermed Clerk Typist	Trajan	08/21/23 10/27/23
Paid	Safay, Husna	Perm	Inst Asst/Bil-Pashto	Starr King	07/01/23 01/17/24
Paid	Seidel, Kelli	Perm	Nut Svcs Supervisor Spec	Nutrition Services	07/25/23 01/08/24
Paid	Stasyuk, Amelia	Perm	Speech/Lang/Pathology Asst	Special Ed - Kenneth	09/01/23 11/02/23

Agenda for the September 26, 2023 Board Meeting

2. LEAVES OF ABSENCE (Continued)

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Grissom, Herning	Perm	Nutrition Services Worker I	Cottage	07/01/23 06/30/24
Unpaid	Moran, Allyson	Perm	Nutrition Services Worker I	Casa Roble	07/01/23 12/21/23
Unpaid	Radmanesh, Somayeh	Perm	Non-Instruct Support Aide	Howe Avenue ECE	08/29/23 09/30/23
Unpaid W/Benefits	Shakir, Mediha	Perm	Instructional Assistant II	Mira Loma	07/01/23 06/30/24

3. SEPARATIONS

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Negrete, Daniel	Temp	Tch-Grad 7/8	Will Rogers	08/29/23
Resignation	Raj, Mandeep	Prob	Counselor-7/8	Churchill	08/28/23

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Carrera-Ruiz, Cassidy	Perm	Sch/Com Intrv Spec	Grand Oaks	09/08/23
Resignation	Daly, Sean	Perm	Custodian	M&O - Building Maintenance	08/25/23
Resignation	Gladden, Jacob	Prob	Trans Oper Technician	Transportation	09/22/23
Resignation	Haidary, Bibi Nasreen	Perm	Nutrition Services Worker I	Encina	08/25/23
Resignation	Overstreet, Christina	Prob	School Playground Rec Aide	Greer	08/22/23
Resignation	Polimar, Olga	Perm	Custodian	Carriage	09/04/23
Resignation	Ramirez, Carina	Prob	Nutrition Services Worker I	Del Paso Manor	09/06/23
Resignation	Stewart, Alisha	Prob	School Playground Rec Aide	Ottomon	08/23/23
Retirement	Connolly-Stratton, Sianna	Perm	Instructional Assistant III	El Camino	09/01/23
Retirement	Linichenko, Viktor	Perm	Custodian	Cambridge Heights	09/08/23
Retirement	Wagner, Christine	Perm	Nutrition Services Worker I	Carriage	09/01/23
Dismissal	CL-571	Perm	Bus Mechanic	Transportation	09/26/23
Suspension	CL-574	Perm	Bus Driver	Transportation	09/26/23
Suspension	CL-575	Perm	Technology Specialist	Technology Services	09/26/23

APPROVED: 
Jennifer Stahlheber

Purchasing Contracts Report

The following reports are submitted for board approval/ratification:

	Inc	Page #
Purchase Orders & Service Agreements	✓	1
Change Orders	✓	2
Construction & Public Works Bids	✓	3
Piggyback Contracts	NA	
Zero Dollar Contract	✓	4
Bids/RFPs	NA	
Other	NA	
ERRATA	NA	

Purchasing Contracts Board Report

Purchase Orders, Service Agreements, and Contracts

August 30, 2023 - September 12, 2023



Purchasing Contracts Board Report
Change Orders/Amendments

August 30, 2023 - September 12, 2023

Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
BPO24-00767	9/13/2023	Asomeo Environ	Tree Services	\$ 70,000.00	\$ -	\$ 105,000.00	\$ 175,000.00	212 - Maintenance and Operations
BPO24-00590	9/13/2023	West Coast	Tree Services	\$ 71,000.00	\$ -	\$ 104,000.00	\$ 175,000.00	212 - Maintenance and Operations

Service Agreement Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
							\$ -	
							\$ -	

Other Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
205470 VR24-01859	8/31/2023	Atlas Technical Consultants, LLC	Additional sampling required for K. Johnson Construction	\$ 32,700.00	\$ 459,808.45	\$ 7,622.00	\$ 500,130.45	216 - Facilities
206993 VR24-01890	9/11/2023	Aecom Technical Services Inc	Additional environmental assessments for K. Johnson New Construction project 055-9512-P1	\$ 168,650.00	\$ 71,484.00	\$ 89,303.00	\$ 329,437.00	216 - Facilities
VR24-03105	9/11/2023	ATC Group Service LLC DBA Atlas Technical	Additional environmental sampling for Arcade New Construction project 001-9512-P1	\$ 99,338.00		\$ 45,662.00	\$ 145,000.00	216 - Facilities
305859 VR24-01942	9/11/2023	Orrick, Herrington & Sutcliffe LLP	Additional legal service for K. Johnson New Construction project 055-9512-P1	\$ 50,000.00	\$ 200,000.00	\$ 225,000.00	\$ 475,000.00	216 - Facilities

Lease Amendments/Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
							\$ -	

General Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility

Purchasing Contracts Board Report
Construction and Public Works Bids and Contracts

August 30, 2023 - September 12, 2023

Upon evaluation of the bids/contracts staff has awarded the following in accordance with all legal guidelines.

General Contract

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount \$	Responsibility

Other Contracts

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount \$	Responsibility
26	8/31/2023	TBD	N/A	Criterion Construction Professionals, Inc	Inspection for Mariemont MOD project 130-9495-P1	\$ 134,400.00	216 - Facilities

New Addendum to Master Agreements

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount \$	Responsibility

Purchasing Contracts Board Report
Board Pre-Approval
Zero Dollar

August 30, 2023 - September 12, 2023

Fund	Date	Site/ Department	Vendor Name	Description
01	9/1/2023	Human Resources	SACRAMENTO STATE UNIVERSITY	LEARNING SITE PROGRAM

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

**AGENDA ITEM: E-3
MEETING DATE: 09/26/2023**

APPROVED:


Jennifer Stahlheber

Business and Financial Report

The following reports are submitted for board approval/ratification:

	Inc	Page #
Easements/Leases		
Notices of Completion		
Quarterly Investment Report		
Warrants & Payroll	✓	1
Budget Revisions		
E-Rate		
ERRATA		

SAN JUAN UNIFIED SCHOOL DISTRICT
Accounting Services

WARRANTS & PAYROLL

VENDOR AND CONTRACT WARRANTS		
	Fund	August 2023
01	General Fund	\$ 10,077,099.63
09	Charter Schools	\$ 5,996.53
10	Special Ed Pass-Thru	\$ 715,422.71
11	Adult Education	\$ 55,927.51
12	Child Development	\$ 149,117.69
13	Food Service/Cafeteria	\$ 455,382.12
14	Deferred Maintenance	\$ 619,053.79
21	Building Fund	\$ 102.45
22	Measure S Building Fund	\$ 2,347.48
23	Measure J Building Fund	\$ 985,312.74
24	Measure N Building Fund	\$ 3,255,095.68
25	Capital Facilities	\$ 15,346.51
26	Measure P Building Fund	\$ 9,865,498.53
35	State Schools Facilities Fund	\$ -
40	Sp Res FD -- Capital Outlay Proj	\$ -
67	Self Insurance	\$ 850,435.88
95	Student Body	\$ -
TOTALS		\$ 27,052,139.25

TOTALS

PAYROLL AND BENEFITS		
	All Funds	August 2023
	Certificated Payroll	\$ 20,948,798.28
	Classified Payroll	\$ 9,872,036.65
	Benefits	\$ 9,239,917.16
TOTALS		\$ 40,060,752.09

GRAND TOTAL \$ 67,112,891.34

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-5

MEETING DATE: 09/26/2023

SUBJECT: Surplus Property

CHECK ONE:

- For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Business Support Services

ACTION REQUESTED:

The superintendent is recommending that the board approve the disposal of surplus property pursuant to Board Policy 3270.

RATIONALE/BACKGROUND:

The Governing Board recognizes that the district may own personal property which is unusable, obsolete, or no longer needed by the district. The superintendent or designee shall arrange for the sale or disposal of district personal property in accordance with board policy and the requirements or state law.

The superintendent or designee shall identify to the board all items not needed by the district together with their estimated value and a recommended disposition.

ATTACHMENT(S):

A: List of Surplus Property

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: \$ _____ N/A

Additional Budget: \$ _____ N/A

Funding Source: _____ N/A

(unrestricted base, supplemental, other restricted, etc.)

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: _____ N/A Focus: _____ N/A

Action: _____ N/A

Strategic Plan: _____ N/A

PREPARED BY: Jennifer Stahlheber, Chief Financial Officer



APPROVED BY: Melissa Bassanelli, Superintendent of Schools



The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.

Location/Site	Make	Model	Description	Fixed Asset / Serial #	Disposition
Andrew Carnegie		AC SLIM 6742	COW		eWaste
Arcade	Fujitsu	ix1500 SNAP	Scanner	C81N052531	eWaste
Churchill	ELMO	TT-01RX	Document Camera		eWaste
Churchill	ELMO	TT-02RX	Document Camera		eWaste
Churchill	ELMO		Document Camera	20176052	eWaste
Churchill	EPSON		Projector	V9SK5401440 / 20176115	eWaste
Churchill	INSIGNIA		Flatscreen TV		eWaste
Churchill	HP		Chromebook	10001916	eWaste
Churchill	HP		Chromebook	10005274	eWaste
Churchill	HP		Chromebook	10016320	eWaste
Churchill	HP		Chromebook	10016321	eWaste
Churchill	HP		Chromebook	10016322	eWaste
Churchill	HP		Chromebook	10016323	eWaste
Churchill	HP		Chromebook	10016326	eWaste
Churchill	HP		Chromebook	10016324	eWaste
Churchill	HP		Chromebook	10016325	eWaste
Churchill	HP		Chromebook	10016328	eWaste
Churchill	HP		Chromebook	10016329	eWaste
Churchill	HP		Chromebook	10016330	eWaste
Churchill	HP		Chromebook	10016331	eWaste
Churchill	HP		Chromebook	10016332	eWaste
Churchill	HP		Chromebook	10016333	eWaste
Churchill	HP		Chromebook	10016334	eWaste
Churchill	HP		Chromebook	10016335	eWaste
Churchill	HP		Chromebook	10016336	eWaste
Churchill	HP		Chromebook	10016337	eWaste
Churchill	HP		Chromebook	10016338	eWaste
Churchill	HP		Chromebook	10016339	eWaste
Churchill	HP		Chromebook	10016340	eWaste
Churchill	HP		Chromebook	10016342	eWaste
Churchill	HP		Chromebook	10016343	eWaste
Churchill	HP		Chromebook	10016344	eWaste
Churchill	HP		Chromebook	10016345	eWaste
Churchill	HP		Chromebook	10016346	eWaste
Churchill	HP		Chromebook	10016347	eWaste
Churchill	HP		Chromebook	10016348	eWaste
Churchill	HP		Chromebook	10016349	eWaste
Churchill	HP		Chromebook	10016350	eWaste
Churchill	HP		Chromebook	10016351	eWaste
Churchill	HP		Chromebook	10016352	eWaste
Churchill	HP		Chromebook	10016353	eWaste
Churchill	HP		Chromebook	10016354	eWaste
Churchill	HP		Chromebook	10016355	eWaste
Churchill	ACER	AC-SLIM-6367	COW		eWaste
Churchill	APPLE		Monitor	20174955	eWaste
Mira Loma	HP	Probook 4540	Laptop		eWaste
Orangevale	HP	LJ CM1312nfi	MFP Printer	CND89BVK68	eWaste

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-6

MEETING DATE: 09/26/2023

SUBJECT: Resolution No. 4099 to Commit Fund Balance

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Fiscal Services / Business Support Services

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4099 to Commit Fund Balance.

RATIONALE/BACKGROUND:

The objective of GASB 54 is to enhance the usefulness of fund balance information by providing clearer fund balance classification that can be more consistently applied and by clarifying existing governmental fund type definitions. The district has identified expenditures to support various programs and initiatives that can be met with current fund balance commitments.

On September 27, 2022 the board approved Resolution No. 4036 to commit funds. The amounts have been revised to reflect updated information and were increased to cover projected expenditures. Supplemental funds were increased to reflect the ending balance as of unaudited actuals.

ATTACHMENT(S):

A: Resolution No. 4099 Commit Fund Balance

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

Board of Education: 05/24/2022, 09/27/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(unrestricted base, supplemental, other restricted, etc.)

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY:

Jennifer Stahlheber, Chief Financial Officer



APPROVED BY:

Melissa Bassanelli, Superintendent of Schools



SAN JUAN UNIFIED SCHOOL DISTRICT**RESOLUTION NO. 4099****RESOLUTION OF THE GOVERNING BOARD OF THE SAN JUAN UNIFIED SCHOOL DISTRICT TO COMMIT FUND BALANCE**

WHEREAS, the Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the committed fund balance classification reflects amounts subject to specific internal constraints self-imposed by the Board; and

WHEREAS, once the committed fund-balance constraints are imposed, it requires the constraint to be revised, removed or redirected for other purposes by the Board in the same manner as the Board originally approved the commitment; and

WHEREAS, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

NOW, THEREFORE, BE IT RESOLVED, that the San Juan Unified School District Board of Education, hereby commits to utilizing portions of its general fund ending balance, as indicated by the committed fund classification in its financial statements, for the following purposes:

Purpose	Justification	Estimated Amount
Bus Replacement Plan	9 Year Bus Replacement Plan 2021-22 through 2029-30	\$13,524,000
Technology Device Refresh and Enhancements	Technology Plan	\$9,136,233
Carryover of unspent 2022-23 supplemental grants	Supplemental grant carryover calculations, LCAP 2022-23, Ed Code 42238.07	\$14,344,764
Textbook Adoptions	Textbook Adoptions 2022-23 through 2025-26	\$10,000,000

AND BE IT FURTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts a successor resolution to revise or remove the constraint, or otherwise redirect the funds for other purposes.

Approved, passed and adopted by the Board of Education of the San Juan Unified School District on the 26th day of September, 2023:

AYES: _____

NOES: _____

ABSTENTIONS: _____

Zima Creason, President of the
Governing Board of the San Juan Unified
School District

Attested to: _____
Saul Hernandez, Clerk of the Governing Board
of the San Juan Unified School District

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-7

MEETING DATE: 09/26/2023

SUBJECT: Consolidated Application for Funding 2023-2024

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board approve the submission of the 2023-24 Consolidated Application for Funding to the California Department of Education (CDE) and State Board of Education (SBE).

RATIONALE/BACKGROUND:

California Education Code section 6400b requires districts to annually submit to the SBE an application for funding through the following federal programs:

- Title I (A) – Basic Grant
- Title II (A) – Supporting Effective Instruction
- Title III (A) – Language Instruction for English Learner
- Title III (A) – Immigrant Fund
- Title IV (A) – Student Support and Academic Enrichment Grants

In addition, the Consolidated Application reflects an accounting of the federal dollars expended during the previous grant cycle. The Consolidated Application for Funding Report is available for review in the superintendent's office.

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: \$18,600,000 approximate

Additional Budget: \$ N/A

Funding Source: Federal funds

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: NA

Focus: NA

Action: NA

Strategic Plan: NA

PREPARED BY: Crista Koch, Program Manager, Title I Program
Gwyn Dellinger, Director, Student Learning Assistance

APPROVED BY: Debra Calvin, Ed.D., Associate Superintendent, Educational Services 
Melissa Bassanelli, Superintendent of Schools 

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-8

MEETING DATE: 09/26/2023

SUBJECT: Visions In Education Memorandum of Understanding

DEPARTMENT: Admissions and Family Services

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

ACTION REQUESTED:

The superintendent is recommending that the board approve the Visions In Education Memorandum of Understanding (MOU) effective from July 1, 2023, through June 30, 2024.

RATIONALE/BACKGROUND:

As the Visions In Education Charter School MOU terms ended, San Juan Unified and Visions In Education entered into discussions for the next term of the MOU and agreement on any changes to the MOU.

In this discussion, there were no significant changes to the MOU that were agreed upon by the parties.

ATTACHMENT(S):

A: MOU

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Brian Ginter, Director, Admissions and Family Services

APPROVED BY: Debra Calvin, Ed.D., Associate Superintendent, Educational Services
Melissa Bassanelli, Superintendent of Schools *MB* *DC*

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT
AND
VISIONS IN EDUCATION CHARTER SCHOOL**

This Memorandum of Understanding ("MOU") is executed by and between the San Juan Unified School District Board of Education (hereinafter referred to as "District") and Visions In Education Charter School, operated by Visions In Education, Inc. (hereinafter "Visions Charter School") has been granted charter school number 0248 by the California State Board of Education. Collectively, Visions Charter School and the District shall be referred to the "Parties."

RECITALS:

- A. The District is a school district existing under the laws of the State of California.
- B. The Visions Charter School submitted a petition to establish a charter school to the District on June 13, 2017, which the District approved on August 22, 2017, for a five (5) year term beginning on July 1, 2018, through June 30, 2023, contingent upon the development and Board approval of a Memorandum of Understanding prior to June 30, 2018. This approval period was extended by the California State Legislature to June 30, 2025. A Memo of Understanding was agreed to between the Parties for a three (3) year period, from July 1, 2018, through June 30, 2021.
- C. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest.
- D. If any provision of this MOU is inconsistent with the charter, the terms of the charter shall prevail.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

AGREEMENTS:

I. Terms:

- A. The term of this MOU is for one(1) year, from July 1, 2023, through June 30, 2024.

- B. This MOU is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this MOU.
- C. The Parties agree that the recitals set forth above are true and are incorporated as essential terms of this MOU.
- D. Any modification of this MOU must be in writing and executed by the duly authorized representatives of both parties specifically indicating the intent of the Parties to modify this MOU.
 - 1. The duly authorized representative of the Visions Charter School is Dr. Steve Olmos, Superintendent/Executive Director of the Visions Charter School and/or the Board of Directors.
 - 2. The duly authorized representatives of District are the Board of Education ("Board") and the District's superintendent or designee. For purposes of any amendment to the Visions Charter School's charter, the Board is required to take action.
 - 3. The District reserves the right of approving amendments and/or revoking the Visions Charter School's charter as specified in Education Code section 47607.
- E. The Visions Charter School shall ensure that its name, Visions In Education Charter School, is correctly spelled in all notifications to the State and in its corporate documents.
- F. The Charter for Visions In Education Charter School is for a transitional kindergarten through 12th grade school population.

II. ADMINISTRATIVE SERVICES

- A. In accordance with Education Code section 47613, the District may charge for the actual costs of supervisorial oversight not to exceed one (1) percent of the revenue of Visions In Education. Revenue is defined as (subject to changes in the State Funding model): Visions In Education ADA multiplied by the Local Control Funding Formula (LCFF) to include base, supplemental, and, if eligible, concentration grants. This payment will be made in one annual payment after receipt of funding based on P2 reports to the State of California.

- B. The Visions Charter School and the District agree that "supervisorial oversight," as used in Education Code sections 47613 and 47604.32, shall include the following:
1. All activities related to the Charter revocation and renewal, and processes as described in Education Code section 47607.
 2. Activities relating to monitoring the performance and compliance of the Visions Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
 3. Participating in the dispute resolution process described in the Charter.
 4. Review and timely response to the Visions Charter School's Annual Independent Fiscal and Performance Audit.
 5. Identification of at least one staff member as a contact person for the Visions Charter School.
 6. Visitation to the Visions Charter School at least annually.
 7. Ensuring that the Visions Charter School provides all reports required of charter schools by law.
 8. Monitoring the fiscal condition of the Visions Charter School.
 9. Providing timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of the Visions Charter School is granted or denied.
 - The Visions Charter School Charter is revoked.
 - The Visions Charter School ceases operation for any reason.
- C. In addition to supervisorial oversight responsibilities and the oversight fee described above, the District shall also provide the Visions Charter School with the following services and the Visions Charter School shall compensate the District as follows:
1. Facilities: Should the Visions Charter School choose to use any District facilities, the terms and conditions of such use shall be in

- accordance with a separate memorandum of understanding for that purpose.
2. Business and/or Administrative Support Services: Should the Visions Charter School choose to have the District provide business and/or administrative and support services, if available by the District, the terms and conditions of such shall be in accordance with a separate memorandum of understanding.
- D. The Visions Charter School shall retain the authority to contract with third parties for any services required to operate the charter in accordance with the law, this MOU, and the approved Charter.
1. Pursuant to a Memorandum of Understanding between the Visions Charter School and Sacramento County Office of Education (SCOE), Visions Charter School will be a SCOE "on-line" school district with all the same services SCOE provides to other "on-line" district in the County.
 2. The Visions Charter School will provide internally all services as identified in the Visions Charter School's annual budget.
 3. Prior to contracting with any other entity as primary provider of business and/or administrative services, the Visions Charter School shall provide timely notice to the District's Board of Education or designee by a thirty (30) day written notice.

III. PROGRAMMATIC AUDIT

The Visions Charter School administrator will compile and provide to the District an annual performance audit documenting whether or not students are achieving the measurable outcomes defined in the Charter and such other information requested by the District relating to the Visions Charter School's performance. This section does not limit the District's statutory authority to make reasonable requests for information at any time during the year.

IV. FUNDING

- A. To the extent that the Visions Charter School is required to submit records or information to the District or the Sacramento County Office of Education in order to confirm funding, those records shall be prepared by the Charter School in a format acceptable to the recipient. The District will provide the required format to the Visions Charter School at least ten business days before the Visions Charter School is to submit the records or information to the District.

- B. As established by Education Code section 47630 et. seq., the Visions Charter School shall receive funding under the charter school funding model as follows:
1. "General-purpose entitlement" means an amount computed by the Local Control Funding Formula (LCFF) pursuant to Education Code section 42238.02 as implemented by Education Code section 42238.03 which includes in-lieu property taxes and state aid.
 2. Should the Visions Charter School be entitled to lottery funds, such funding is as identified in and pursuant to Education Code section 47638.
 3. A variety of state and federal application based programs, as well as various grant opportunities exist. Except as otherwise noted in this MOU, and at the Visions Charter School's discretion, it shall be the responsibility of the Visions Charter School to apply for funding that is beyond the basic statutory entitlement.
 4. Any additional funds negotiated by the Visions Charter School in accordance with Education Code section 47636.
- C. The Visions Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651(a)(1).
- D. The District shall provide funding in lieu of property taxes to the Visions Charter School as required by law. Monies will either be electronically transferred to the Visions Charter School's bank account or a check will be mailed to the Visions Charter School by the fifteenth (15th) day of each month as required by Education Code section 47635. The District shall have the right to withhold any amounts owed by the Charter School to the District which have not been paid to the District more than sixty (60) days after the District requests payment in writing to the Charter School with an explanation of the amounts owed.
- E. The Parties recognize the authority of the Visions Charter School to pursue additional sources of funding.
1. The District has no obligation to apply for additional sources of funding for the Visions Charter School.
 2. The Visions Charter School shall cooperate fully with the District in any funding applications made by the District on behalf of the students of the Visions Charter School.
 3. The Visions Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.

- F. The Visions Charter School agrees that all revenue obtained from the District shall only be used as set forth in the approved charter and any authorized amendments.

V. LEGAL RELATIONSHIP

- A. The Visions Charter School is a non-profit, public benefit corporation. Members of the Visions Charter School Corporate Board and all officials of the Visions Charter School shall file with the required entities, copies of all Fair Political Practice Commission conflict of interest forms, or forms that may otherwise be required by law, i.e., a Statement of Economic Interests which is required under the Political Reform Act by the Fair Political Practices Commission which are required of public school district board members and officials, and shall abide by an adopted conflicts code.
- B. The Parties agree and understand that all employees of the Visions Charter School shall be employees of the Visions In Education, Inc. and not the District and that the Visions Charter School shall be the exclusive public school employer for the purposes of collective bargaining as provided in Government Code section 3540 *et seq.*
- C. The Visions Charter School agrees to pay any and all attorney's fees and costs incurred by the District, the District's insurer, and/or its Joint Powers Authority ("JPA"), that provide liability or property coverage to the District, that are incurred in any successful effort by the District, the insurer, and/or JPA to invoke or enforce the indemnification and insurance provisions of this MOU. Any successful effort includes, but is not limited to: 1) the District prevailing in any litigation against the Visions Charter School, or its insurance providers, seeking to invoke or enforce the indemnification and insurance provisions of this MOU, and 2) voluntary acceptance of the indemnification and insurance provisions of this MOU by the Visions Charter School or its insurance providers. All fees and costs incurred by the District, the insurer, and/or JPA, after the District, the insurer, and/or JPA has requested in writing that the Visions Charter School or its insurance provider comply with the indemnification and insurance provisions of this MOU, shall be paid to the District, the insurer, and/or the JPA whichever has paid the fees and costs. Both Parties agree that this written notice shall provide the other Party a minimum of thirty (30) days' notice to allow the other Party adequate time to respond to said notice.
- D. The Parties recognize that the Visions Charter School is a separate legal entity. The Visions Charter School shall be operated as a non-profit public benefit corporation under Education Code section 47604. As such, in accordance with Education Code section 47604(c), if the District complies with all oversight responsibilities required by law, the District shall not be

liable for the debts or obligations of the Visions Charter School and/or its employees or for claims arising from the performance of acts, errors, or omissions by the Visions Charter School and/or its employees.

- E. Any complaints/concerns received by the District about any aspect of the operation of the Visions Charter School or about the Visions Charter School shall be forwarded by the District to the Charter School in a timely manner. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the District may request that the Visions Charter School inform the District of how such concerns/complaints were addressed. The Visions Charter School agrees to provide such information.

VI. FISCAL RELATIONSHIP

- A. To the extent that the District is required to submit financial forms on behalf of the Visions Charter School, the Visions Charter School is responsible for providing the necessary information to the District in a timely manner and in a format acceptable to the District. The District will provide the required format to Visions Charter School at least ten business days before the Visions Charter School is to submit the information to the District. The Visions Charter School agrees to follow processing schedules and District business office procedures.
- B. AVERAGE DAILY ATTENDANCE: The Visions Charter School will be responsible for its daily and monthly attendance accounting. The Visions Charter School will submit the attendance reports in accordance with the District format and State law and regulations to the District's attendance officer. These reports will be submitted to the District at least one week prior to the county submission due dates for the P1, P2, and annual attendance periods. These dates will be part of the Visions Charter School's annual calendar development. Such attendance will be included in the annual independent audit of the Visions Charter School.

The Visions Charter School will report to the District the names of the students who have newly enrolled in the Visions Charter School, including their name, address, grade level, and the student's prior district and school for District resident. In the case of kindergarten students, the Visions Charter School will report the school they would have attended if they are residents of the District. This will occur on the CBEDS reporting date and by February 15, of each year of this MOU, and during the annual report (without student names), or as otherwise required by law. The Visions Charter School will report the names of the students who have dis-enrolled from the Visions Charter School along with the reason for disenrollment (i.e., returning to district of residence, drop out, expulsion)

and where the student intends to attend school upon the Visions Charter School's action of dropping the student. The Visions Charter School will report by letter all students who dis-enroll and who plan to reenroll in the District promptly upon learning of the disenrollment.

- C. ANNUAL AUDIT: The Visions Charter School shall be responsible for having an annual independent fiscal audit done of the Charter School and in accordance with all applicable laws. The audit will be conducted in accordance with generally accepted accounting principles applicable to public schools. The Visions Charter School's annual audit will be completed and forwarded to the chief financial officer of the District, the County Office of Education, State Controller's Office, and the California Department of Education on or before December 15, of each year of this MOU.

The Visions Charter School shall submit corrective action plans addressing audit findings to the District and the County Office of Education by March 15, of each year of this MOU. Audit exceptions must be resolved to the satisfaction of the Visions Charter School governing board.

- D. In the event that the District seeks and receives voter approval for a general obligation bond, parcel taxes, or similar financial instrument, the Visions Charter School shall have no entitlement to any portion of the funds unless negotiated in advance or unless otherwise required by law. The Visions Charter School agrees that it has no entitlement after June 30, 2018, to funds currently being received, if any, by the District under former parcel tax or bond elections.
- E. The Visions Charter School agrees it shall establish a fiscal plan and provide a copy of this plan to the District, for repayment of any loans (excludes lines of credit that are paid off monthly) in excess of twenty-five thousand dollars (\$25,000.00) received by the Visions Charter School in advance of receipt of such loans. It is agreed that any and all loans sought by the Visions Charter School shall be the sole responsibility of the Visions Charter School, and the District shall have no obligation for repayment nor shall District guarantee repayment of any such obligations.
- F. Absent written agreement otherwise, the District shall not advance any funds to the Visions Charter School. Absent written agreement, the District shall not provide a line of credit for the Visions Charter School.
- G. The Visions Charter School shall maintain a minimum of 3% of the total budgeted expenditures as a reserve account for economic uncertainty at the end of each fiscal year.

- H. The Visions Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools in the format dictated by the County Superintendent of Schools:
1. On or before June 25, of each year of this MOU, a preliminary budget for the upcoming year.
 2. On or before September 10, of each year of this MOU, unaudited actual data for the full prior year.
 3. On or before 45 days after the Governor signs the annual Budget Act, a revised budget including any revisions in revenues and expenditures that have been made to its budget to reflect the funding made available by the Budget Act.
 4. On or before December 10, of each year of this MOU, an interim financial report reflecting changes through October 31, of the applicable year. This interim report shall include projections of year end balances and projections for the next two (2) years thereafter.
 5. On or before March 10, of each year of this MOU, a second interim financial report reflecting changes through January 31, of the applicable year. This interim report shall include projections of year end balances and projections for the next two (2) years thereafter.
 6. The Visions Charter School shall develop and monitor its budget in accordance with established laws and regulations. The Visions Charter School will utilize and develop an annual budget development and monitoring calendar. This calendar shall be forwarded to the District by December 1, of the prior year. State required financial reports shall be forwarded to the District as soon as they are completed, and no later than the dates of submission that are established by law.

VII. ACCESS TO HISTORICAL FINANCIAL & HUMAN RESOURCES DATA

The District will retain Visions Charter School Fiscal and Human Resource Data related to all school years prior to the 2018-19 school year.

VIII. FISCAL CONTROLS

- A. The Visions Charter School shall adopt and meet generally accepted accounting principles and shall adopt and maintain policies to ensure the Visions Charter School's funds are used to most effectively support the school's mission and to ensure that funds are budgeted, accounted for, expended,

and maintained in an appropriate and lawful fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized in accordance with amounts specified in the adopted budget; (2) the Visions Charter School's funds are managed and held in a manner that provide a high degree of protection of the Visions Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the County Office of Education, or the California Department of Education.

- B. **Segregation of Duties:** Visions Charter School will follow Generally Accepted Accounting Practices and in accordance with Visions Governing Board Policies, Federal, State and local laws as it pertains to its business practices and to maintain proper segregation of duties to the extent practicable.
- C. **Banking Arrangements:** The Visions Charter School may house all funds in accordance with the law with an accredited banking institution as determined by their needs and in accordance with Visions Governing Board Policy. The Visions Charter School's accounting office will reconcile the Visions Charter School's ledger(s) with its accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Superintendent or designee, and the Visions Charter School Board will regularly review these statements. The Visions Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund may not exceed one thousand dollars (\$1,000.00) and may be established as needed with an appropriate separate ledger to be reconciled monthly by the Visions Charter School designee, who shall not be authorized to expend petty cash.
- D. **Purchasing Procedures:** All purchases will follow all Visions board approved policies.
- E. **Property Inventory:** The Superintendent or designee shall establish and maintain an inventory of all non-consumable goods and equipment over five thousand dollars (\$5,000.00). In addition, an inventory shall be established and maintained of all electronic and computer equipment. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Visions Charter School's assets. Property will be inventoried on an annual basis.

- F. PERS/STRS: Visions Charter School offers existing and new employees of Visions Charter School the opportunity to participate in PERS or STRS and is solely responsible for making these arrangements through the County Office of Education or District as applicable.
- G. Property and Liability Insurance: The Visions Charter School's Board of Directors shall ensure that the Visions Charter School retains appropriate property and liability insurance coverage. Property insurance shall be for replacement costs and have limits of the total insured value of the Visions Charter School's contents and personal property. The Visions Charter School shall carry general liability insurance including broad form contractual liability coverage or its equivalent with limits of no less than two million dollars (\$2,000,000.00), occurrence based, providing coverage for, among other things, negligence, contractual liability, errors and omissions, educators legal liability, abuse and molestation, crime, and employment practices liability including, but not limited to, discrimination of the Visions Charter School, its Board, officers, agents, employees and/or students per occurrence and five million dollars (\$5,000,000.00) general aggregate. Limits are to be applicable to the Visions Charter School and shall not be eroded by any other losses arising out of the operations for any other charter school run by the Visions Charter School. The District shall be named as additional insured by way of endorsement to this policy.

The Directors and Officers Liability Insurance, including Employment Practices Liability Insurance, shall be obtained by Visions Charter School and kept in force at all times with a self-insured retention of no more than twenty - five thousand dollars (\$25,000.00) per occurrence. The District shall be named as additional insured on this policy. A copy of all required insurance policies including all liability and property damage policies, evidencing the District named as an additional insured shall be provided to the District within two (2) weeks of the effective date of this MOU. Property and liability coverage provided to Visions Charter School by a JPA may be considered the equivalent of insurance required in this Agreement if the equivalent coverages and limits are provided.

- H. Indemnification and Hold Harmless: The Visions Charter School shall comply with the indemnification requirements outlined in the approved charter.
- I. Additional Insured Endorsement: The District, its elected and appointed officers, agents, employees, volunteers, contractors, and representatives shall be listed as Additional Insured as respects the operations of the Visions Charter School or its successors. Coverage shall include, but not

be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "SJUSD, its elected and appointed officers, agents, employees, volunteers, contractors, and representatives shall be listed as Additional Insured as respects the operations of the Visions Charter School, and their successors performed under the terms of the agreed upon Memorandum of Understanding."

- J. **Certificate of Insurance:** Prior to commencing services pursuant to this MOU, the Visions Charter School shall provide certificates as evidence of the existence of the insurance required by this MOU, on insurance certificates executed by a duly-authorized agent of the Visions Charter School's insurance provider. Such certificate shall include the Endorsements described in this MOU as attachments.
- K. **Workers' Compensation:** The Visions Charter School shall provide Workers' Compensation coverage as required by California law, and in signing this MOU, makes the following certification: "Visions In Education Charter School is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, the Visions Charter School shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this MOU, on an insurance certificate executed by a duly-authorized agent of the Visions Charter School's insurance providers.
- L. **Injury and Illness Prevention:** The Visions Charter School shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this MOU, makes the following certification: "Visions In Education Charter School is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of the agreed upon Memorandum of Understanding." The Injury and Illness Prevention Plan shall be available to the District upon request.

IX. HUMAN RESOURCES MANAGEMENT

Employees of the Visions Charter School are solely the employees of the Visions Charter School. As such, the Visions Charter School shall have the sole

responsibility for employment management, dismissal, and discipline of its employees.

The Visions Charter School will conform to the laws regarding background checks, fingerprinting, and credentialing. Teachers of core academic subjects shall be held to the same credentialing standard as teachers in the traditional public schools. No Visions Charter School teacher shall be maintained in employment without compliance with Education Code section 47605(I)(1).

X. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. Oversight monitoring of the Visions Charter School shall be in conformance with District Board policy and the terms of the approved charter. At the District's request, Visions Charter School and District personnel shall meet to discuss areas of concern, review and monitor records, and student progress. In addition, the Visions Charter School shall furnish the District with an annual report and evaluation, utilizing the District's template, of its educational program as further outlined herein. The annual report complement and provide the basis of the on-site annual visit.
- B. The Visions Charter School agrees to administer the current statewide mandated performance assessment. Results of such statewide assessments shall be provided to District within one (1) month of receipt by the Visions Charter School.
- C. The Visions Charter School's Board of Directors shall be responsible for operating the Visions Charter School in conformance with the provisions of the approved charter and this MOU.
- D. It is agreed that the availability of instructional materials critical to the learning process, including, but not limited to, state adopted textbooks and other materials that supplement the delivery of the Common Core curriculum. The Visions Charter School recognizes that these instructional materials must be in adequate supply. The district recognizes that the Visions Charter School will have flexibility with regard to the number of state-adopted textbooks purchased by the Visions Charter School due to the curriculum employed by the Visions Charter School, so long as the Visions Charter School has other adequate instructional materials that are aligned with the educational program described in the Charter.
- E. The Visions Charter School agrees to prepare and publicly distribute recruitment materials consistent with Visions Charter School's Charter in

languages that address the demographics of the District. These materials must be translated into any native languages spoken by fifteen (15) percent or more of District residents. Enrollment will be open to all students and the Visions Charter School shall admit all pupils who wish to attend up to capacity.

XI. SPECIAL PROGRAMS/SERVICES

In the event that either party to this MOU wishes to have its staff and/or faculty participate in a program offered by the other, advanced approval and arrangements must be made. It is fully recognized that expenses for such events are negotiable at the time of the event. Such arrangements must be made with the appropriate site administrator or District personnel in advance and confirmed in writing.

XII. CHARTER SCHOOL POLICIES AND PROCEDURES

- A. Visions Charter School shall provide access to the charter school's policies and procedures when requested by the District.
- B. The Visions Charter School shall maintain an anti-nepotism policy and a conflict code which shall align with the approved charter, both of which shall be provided to the District. Additionally, persons related by blood or by marriage to a charter school employee shall not be appointed to a position where one relative would be in a supervisory position over another. Any employment of relatives outside of the restrictions herein noted must receive prior approval of the Visions Charter School Board.
- C. The Visions Charter School shall maintain a conflict of interest policy, which shall be aligned to the Charter and provided to the District. This policy shall reflect compliance of the governance structure of the Visions Charter School with the California Corporations Code and the California Government Code's Political Reform Act. The Visions Charter School agrees that it is responsible for complying with ethics and conflicts of interest laws that may apply to it.

XIII. STUDENT RECORDS

The Visions Charter School hereby irrevocably designates employees of the District as having a legitimate educational interest such that they are entitled to access to education records of Visions Charter School students under 20 U.S.C.A 1232g, the Family Educational Rights and Privacy Act ("FERPA") and California Education Code section 49076(a) and (b). Visions Charter School, its officers, and employees shall comply with FERPA and applicable California laws at all times. If District access to student records is subsequently prohibited due

to new legislation, court decision(s), or administrative agency determinations, the Parties agree to meet and amend this section accordingly.

XIV. BROWN ACT/PUBLIC RECORDS

The Visions Charter School shall fully conform to the Brown Act as set out in the California Government Code. The Brown Act requires school boards to conduct their business in a pre-announced open session with an agenda unless specific conditions exist that justify the meeting of a board in closed session. In addition, all of the Visions Charter School's records that relate in any way to the operation of the Visions Charter School, including without limitation, all of the records of the non-profit corporation operating the Visions Charter School, and any other entity to the extent it participates in the operation of the Visions Charter School, are deemed to be subject to the requirements of the Public Records Act (Government Code section 6250, *et seq.*) as well as Education Code section 47604.3. The District and the Visions Charter School recognize that the Public Records Act contains certain exceptions to disclosure requirements that may apply to certain Visions Charter School records, and the Visions Charter School may assert that such exceptions apply in response to Public Records Act requests.

XV. LEGAL SERVICES/OTHER SERVICES

The Visions Charter School will be responsible for procuring its own legal counsel and the costs of such service(s). Visions Charter School reserves the right to subcontract any and all services specified in this MOU to the District and/or to public or private subcontractors as permitted by law and as available from the District. Visions Charter School shall immediately inform the District of any contracts it enters into that will materially impact the finances of the Visions Charter School. For purposes of this section, contracts that materially impact the finances of the Visions Charter School shall be contracts in excess of the annual adjustment to bid threshold specified in Public Contract Code section 20111(a).

XVI. NO AGENCY RELATIONSHIP

No agent, employee, or servant of the Visions Charter School shall be deemed to be the employee, agent, or servant of District except as expressly acknowledged in writing by the District. Visions Charter School will be solely and entirely responsible for its acts and for the acts of Visions Charter School's agents, employees, servants, and subcontractors while acting under Visions Charter School's direction during the entire term of this MOU.

XVII. SEVERABILITY

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance,

the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

XVIII. NOTIFICATION

All notices, requests, and other communication under this MOU shall be in writing and mailed to the proper address as follows:

To the District:

Brian Ginter, Director, Admissions and Family Services
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608
bginter@sanjuan.edu
(916) 971-7179

To the Charter School:

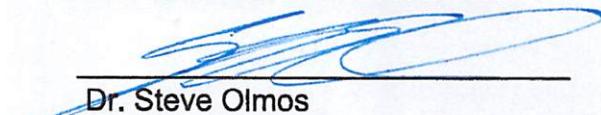
Dr. Steve Olmos Superintendent/Executive Director
Visions In Education
5030 El Camino Avenue
Carmichael, CA 95608
superintendent@viedu.org
(916) 883-1626

This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any Party hereto which is not contained herein shall be valid or binding. The undersigned acknowledge that they have not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.

Dated: _____

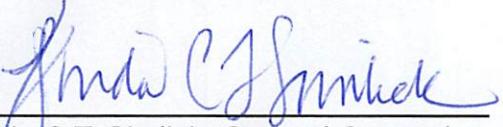
Melissa Bassanelli
Superintendent of Schools
San Juan Unified School District

Dated: 6/22/23



Dr. Steve Olmos
Superintendent/Executive Director
Visions In Education Charter School

APPROVED AS TO FORM:



Linda C.T. Simlick, General Counsel
San Juan Unified School District

Dated: 07202023

Ratified by the Board of Education
San Juan Unified School District

Dated: _____

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-9

MEETING DATE: 09/26/2023

SUBJECT: Visions In Education Special Education
Memorandum of Understanding

DEPARTMENT: Admissions and Family Services

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

ACTION REQUESTED:

The superintendent is recommending that the board approve the Visions In Education Special Education Memorandum of Understanding (MOU) effective from July 1, 2023, through June 30, 2024.

RATIONALE/BACKGROUND:

As the Visions In Education Charter School Special Education MOU terms ended, San Juan Unified and Visions In Education entered into discussions for the next term of the MOU and agreement on any changes to the MOU.

In this discussion, there were no significant changes to the MOU that were agreed upon by the parties.

ATTACHMENT(S):

- A: Special Education MOU
B. Additional letter clarifying language in the MOU

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: \$ N/A
Additional Budget: \$ N/A
Funding Source: N/A

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A
Action: N/A
Strategic Plan: N/A

PREPARED BY: Brian Ginter, Director, Admissions and Family Services

APPROVED BY: Debra Calvin, Ed.D., Associate Superintendent, Educational Services DC
Melissa Bassanelli, Superintendent of Schools MB

ATTACHMENT "A" - SPECIAL EDUCATION

MEMORANDUM OF UNDERSTANDING BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT AND VISIONS IN EDUCATION CHARTER SCHOOL

This Memorandum of Understanding ("MOU") is executed by and between the San Juan Unified School District Board of Education (hereinafter referred to as "District") and Visions In Education Charter School, operated by Visions In Education, Inc. (hereinafter "Visions Charter"). Collectively, Visions Charter and the District shall be referred to the "Parties."

The purpose of this MOU is to define the practices and procedures between the Parties concerning special education services.

1. **Term of Agreement:** The term of this MOU shall be for one year and, subject to the approval of the District's Board of Education, will become effective July 1, 2023, continuing through June 30, 2024.
2. **Amendments:** Any modification of this MOU shall be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the Parties to modify this MOU and shall be approved by the District's Board of Education.
3. **Responsible Party:** Visions Charter will have responsibility for service delivery of its students with special needs. Visions Charter is responsible for ensuring its special education programs and services are in compliance with federal and state education laws and regulations.

The Parties agree that Visions Charter is responsible to provide special education programs and services to eligible students with special needs who attend Visions Charter. The District will provide special education and related supports to Visions Charter students, upon the request of Vision Charter, in order to meet the needs of Visions Charter students who require an increased level of supports and services.

Visions Charter shall not place a student in a District program and the District shall not place a student in Visions Charter, through the individualized education program ("IEP") process or otherwise, without the prior involvement and express consent of the other party. In the event that Visions Charter is unable to provide an appropriate placement or services for a student with special needs enrolled in Visions Charter, Visions Charter will contact the District liaison to discuss placement and service alternatives. Placement will be determined through the IEP team meeting and shall include representation by the

District liaison.

4. **Special Education Funding:** The District shall receive all special education funds generated by Visions Charter from all state and federal special education funding sources and shall be responsible for allocating funds as identified in the following two paragraphs to Visions Charter for the provision of special education programs and services provided by Visions Charter. Funds allocated by the District to Visions Charter for the purpose of serving the needs of students with special needs shall only be used for special education purposes.

The District will receive and pass through ninety percent (90)% of Visions Charter's generated AB 602 funding¹. Visions Charter's generated revenue will be computed by multiplying the SELPA's AB 602 funds per Average Daily Attendance ("ADA") funding by Visions Charter's AB 602 ADA. The per ADA allocation is computed by dividing the SELPA's AB 602 funding by the SELPA'S AB 602 ADA. This does not include pass through apportionment for AB602 funding out of home care, low incidence, infant/preschool, and PS/RS. Pursuant to state law, a SELPA is funded for the greater of its current or prior-year funded ADA (total District and Charter), thus providing some level of funding protection for a SELPA with declining enrollment. Projected AB 602 revenues will be used until the California Department of Education (CDE)'s Second Principal Apportionment (P-2) and Annual (Annual R1, Annual R2, etc.) are published, at which time these final adjustments will be allocated to Visions Charter. The district agrees to meet and discuss any new state special education funds generated by Visions Charter for possible future pass through of said funds to be agreed upon by mutual consent.

The funds will be used by Visions Charter to provide the programs and services as described in the IEPs of students with special needs attending Visions Charter.

Preschool and Infant funds received by the SELPA will not be passed through to Visions Charter, as Visions Charter does not provide special education services to Preschool or Infant students. Funds received for Federal IDEA Part B, section 611, and Federal Mental Health Services will not be passed through to Visions Charter; however, the Parties agree to re-evaluate these funds in future years should circumstances change with Visions Charter. Funds received from the state of California for Mental Health

¹ The AB 602 funding model provides funding to SELPAs based on a rate per unit of ADA.

² Examples of low incident equipment include, but are not limited to, FM systems for students with hearing impairments, equipment to create large print for students with vision impairments, and/or assistive and/or augmentative equipment for students with physical disabilities.

services shall be passed through at 90% of Visions Charter's generated revenue if Visions Charter meets the District's identified qualifications and if Visions Charter

establishes a District approved educationally related mental health referral process. Funds received from the state of California for mental health services shall only be used for mental health services for students with special needs that qualify for mental health services.

5. **Low Incidence Equipment:** Visions Charter shall follow the same procedures to access low incidence equipment as are followed by other schools in the District schools, available through the District's program specialist or designee.
6. **Special Education Services:** Special education services for Visions Charter students will be determined by a student's IEP team. Visions Charter, similar to other District schools, may not provide a full range of programs and services for each and all students who may attend. If the special education needs of a student, as defined in a student's IEP, cannot be met at Visions Charter, the student's IEP team, which will include a District representative, will determine a free, appropriate, public education for the student.
7. **Due Process Litigation:**

a. **Visions Charter/District Initiated Due Process Complaints**

In consultation with Visions Charter, the District may initiate a due process hearing regarding a student enrolled in Visions Charter, if the District determines it is legally necessary to meet responsibilities under federal and state special education laws. Visions Charter shall cooperate with the District and assist to prepare, file, and litigate the due process case, if requested by the District. The District and Visions Charter shall be jointly represented by the District's legal counsel, unless the District determines there is a conflict of interest between the Parties. In such a situation, Visions Charter will be solely responsible for contracting and hiring separate legal counsel to represent Visions Charter, and will be solely responsible for all fees and costs for said legal representation. Visions Charter staff and administrators shall cooperate in the litigation as needed, even if represented by separate legal counsel.

Should Visions Charter wish to contract with and hire separate legal representation to represent Visions Charter even if no conflict of interest is present, Visions Charter will be solely responsible for all legal fees and costs incurred by its own outside counsel. Visions Charter staff and administrators shall cooperate in the litigation as needed, even if represented by separate legal counsel.

b. Visions Charter/District Defending Due Process Complaints

The District and Visions Charter shall work together to prepare, defend, and litigate any due process case filed against the District and/or Visions Charter regarding special education eligibility, placement, or services provided to a student who is or was enrolled in Visions Charter during any time period(s) at issue. The District and Visions Charter shall be jointly represented by the District's legal counsel, unless the District determines there is a conflict of interest between the Parties. In such a situation, Visions Charter will be solely responsible for contracting and hiring separate legal counsel to represent Visions Charter, and will be solely responsible for all fees and costs for said legal representation. Visions Charter staff and administrators shall cooperate in the litigation as needed, even if represented by separate legal counsel.

Should Visions Charter wish to contract with and hire separate legal representation to represent Visions Charter even if no conflict of interest is present, Visions Charter will be solely responsible for all legal fees and costs incurred by its own outside counsel. Visions Charter staff and administrators shall cooperate in the litigation as needed, even if represented by separate legal counsel.

c. Responsibility for Litigation Fees and Costs Incurred in Due Process

Visions Charter shall be responsible for seventy-five percent (75%) of all fees and costs associated with and incurred in litigating any due process proceeding involving Visions Charter as identified in 7.a., and 7.b., above, and the District will be responsible for twenty-five percent (25%). Fees and costs include by way of example, but are not limited to, "out-of-pocket" expenses incurred in the due process hearing such as fees and costs of court, litigation, expert witnesses, and/or student's attorney fees, whether agreed upon in settlement, ordered as the result of a ruling by the Office of Administrative Hearings ("OAH"), ordered by another judicial agency, or ordered by the California Department of Education ("CDE").

Visions Charter shall be responsible for seventy-five percent (75%) of the fees and costs for the legal representation by the District's legal representative handling all due process proceedings, and the District will be responsible for twenty-five percent (25%), when the District's legal counsel represents both the District and Visions Charter. Once a due process matter has been resolved, the District will bill Visions Charter for all legal related fees and legally related expenses.

d. Responsibility for Payment of Due Process Costs and Expenses

In the event that the District and/or Visions Charter is required, whether through settlement, due process ruling, ordered as the result of a ruling by OAH, ordered by another judicial agency, or ordered by CDE, to contract for, by way of example but not limited to, assessments, educational placement services, support services, nonpublic school, and/or residential placement, Visions Charter shall be responsible for seventy-five percent (75%) of all said costs and expenses, and the District will be responsible for twenty-five percent (25%) of all said costs and expenses.

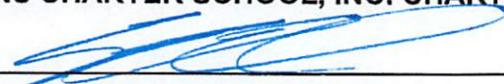
e. Mental Health Related Services

In the event that the District and/or Visions Charter is required, whether through settlement, due process ruling, ordered as the result of a ruling by OAH, ordered by another judicial agency, or ordered by CDE, to provide compensatory education for mental health related services (to include but not limited to family counseling, individual counseling, educationally related mental health services, residential placement, non-public school placement related to mental health, assessments), Visions Charter shall be responsible for ninety percent (90%) of all said costs, and the District will be responsible for ten percent (10%).

8. Professional Development:

The District will invite, and hold space for, Visions Charter special education staff to trainings the District conducts in areas related to compliance, online IEP systems, and other such trainings to support staff with technical skills and other instructional practices for students with special needs.

VISIONS CHARTER SCHOOL, INC. CHARTER SCHOOL

By: 

Dated: 4/22/23

Dr. Steve Olmos
Superintendent/Executive Director
Visions In Education, Inc.

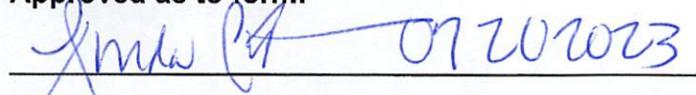
SAN JUAN UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____

Debra Calvin, Ed.D.
Assistant Superintendent, Educational Services
San Juan Unified School District

Approved as to form:

 07/20/2023

Linda C. T. Simlick
General Counsel
San Juan Unified School District



Dr. Steve Olmos
Superintendent/Executive Director

August 24, 2023

via Email: brian.ginter@sanjuan.edu

Brian T. Ginter
Director, Admissions and Family Services
San Juan Unified School District
3700 Garfield Avenue
Carmichael, CA 95608

RE: Addendum to MOU Section 7c with Visions In Education

Dear Mr. Ginter:

On July 20, 2023, you sent a letter (via email) to Dr. Micah Studer, Chief Academic Officer confirming your telephone conversation regarding the modifications to Visions In Education's Special Education MOU with San Juan Unified School District. The text stated as follows:

In our previous MOU (signed by Visions in May 2021) under section 7c, it stated... "If the matter is handled by the District's General Counsel, fees will be billed at a \$300.00 hourly rate. If the matter is handled by outside counsel hired by the District, fees will be calculated based on the hourly rate billed to the District by the outside counsel."

It was discovered this portion was left out of the new MOU. Based on our conversation, you stated the intent was to have the MOU be status quo to the prior agreement, and that Visions is agreeable to having the District bill Visions at a \$300.00 hourly rate for special education litigation performed by the District's general counsel.

Please consider this letter as a formal acknowledgment that the language omitted in the new MOU will be treated with the same respect and adherence as if it were originally included in the MOU. Furthermore, this written confirmation serves as an amendment to the existing document. This amended language was approved by our Board of Directors at the August 24, 2023 Board meeting.

Please don't hesitate to reach out if you have any questions.

Sincerely,

Steve Olmos, Ed.D.
Superintendent

SAO/beb

Enclosures:

- Letter dated July 20, 2023 to Dr. Micah Studer - approved by Dr. Steve Olmos

cc: Micah Studer, Ed.D., Chief Academic Officer, Visions In Education



San Juan
Unified School District

San Juan Unified School District

Admissions & Family Services

3700 Garfield Avenue, Carmichael, California 95608
P.O. Box 477, Carmichael, California 95609-0477
Telephone (916) 726-5826 FAX (916) 979-8187
www.sanjuan.edu

Melissa Bassanelli, Superintendent of Schools
Debra Calvin, Ed.D., Assistant Superintendent, Educational Services
Brian T. Ginter, Director of Admissions and Family Services

July 20, 2023

Dear Micah,

This correspondence confirms our telephone conversation on July 20, 2023, concerning the newly approved Special Education MOU.

In our previous MOU (signed by Visions in May 2021) under section 7c, it stated..."If the matter is handled by the District's General Counsel, fees will be billed at a \$300.00 hourly rate. If the matter is handled by outside counsel hired by the District, fees will be calculated based on the hourly rate billed to the District by the outside counsel."

It was discovered this portion was left out of the new MOU. Based on our conversation, you stated the intent was to have the MOU be status quo to the prior agreement, and that Visions is agreeable to having the District bill Visions at a \$300.00 hourly rate for special education litigation performed by the District's general counsel.

We are requesting Visions respond in writing that the language omitted in the new MOU will be honored for this newly approved MOU as if it was still written into the MOU, and that your written confirmation amends that document.

Sincerely,

Brian T. Ginter
Director of Admissions & Family Services

Addendum to MOU, as stated in this letter, was approved by
Visions Board of Directors on August 24, 2023.

Dr. Steve Olmos, Superintendent

August 24, 2023

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-10

MEETING DATE: 09/26/2023

SUBJECT: Assembly Bill 179 Memorandum of Understanding Between Sacramento County Office Of Education and San Juan Unified School District

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board approve the memorandum of understanding from the Sacramento County Office of Education (SCOE) regarding SCOE passing funding through to the district, pursuant to Assembly Bill 179, for the Camp Winthers project and the Encina Preparatory High School Career Technical Education construction pathway project.

RATIONALE/BACKGROUND:

This agreement is by and between the California Workforce Development Board (CWDB) and SCOE for the purpose of complying with AB 179's allocation of \$2,000,000 to SCOE for academic and extracurricular programs and outdoor learning experiences at Camp Winthers and a new construction/building trades pathway at Encina Preparatory High School. SCOE will act as a passthrough to the district to fulfill the intent of the legislation.

ATTACHMENT(S):

- A: SCOE Memorandum of Understanding
B: CWDB SCOE Agreement

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: N/A

Additional Budget: N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Frank Camarda, Chief Operations Officer 

APPROVED BY: Melissa Bassanelli, Superintendent of Schools 



P.O. Box 269003
Sacramento, CA 95826

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education (SCOE)**, and **San Juan Unified School District (SJUSD)**, regarding SCOE passing funding through to SJUSD pursuant to Assembly Bill 179.

A. Term and Termination

Once signed by both parties, this MOU is in effect from June 1, 2023 through September 30, 2025.

This MOU is contingent upon SCOE's receipt of funding from the California Workforce Development Board (CWDB), and it will be modified or terminated if such funding is reduced or eliminated.

B. SCOE agrees to:

1. Enter into an agreement with CWDB to secure \$2,000,000 in funding for academic and extracurricular programs and outdoor learning experiences at Camp Winthers, and new Construction/Building Trades Pathways. That agreement (CWDB Contract No. M89803-7120) is attached hereto ("CWDB Contract").
2. Upon receipt of \$2,000,000 from CWDB, pass the entirety of the funds through to SJUSD.

C. SJUSD agrees to:

1. Utilize the \$2,000,000 for eligible project costs, as set forth in Attachments B-1 and B-2 in the CWDB Contract and assume full responsibility for all obligations in the attached CWDB Contract associated with the expenditure of the funds, including, but not limited to:
 - a. Complying with all reporting obligations
 - b. Returning or repaying to the State unused funds, funds not expended for eligible projects costs, and funds found to be expended in violation of the terms of the CWDB contract.
 - c. Complying with competitive bidding, procurement, permitting, and licensing requirements.
2. Defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from SJUSD's duties and obligations described in this agreement or imposed by law, including any fines, penalties or claims for reimbursement made by CWDB or another government agency related to SJUSD's projects set forth in Attachments B-1 and B-2. This provision shall survive the termination of this agreement.

D. Mutual Agreements.

1. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
2. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification,

MEMORANDUM OF UNDERSTANDING

ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

3. **Insurance.** All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
4. **Entire Agreement.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
5. **Execution.** The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education
Nicolas Schweizer
Associate Superintendent, Business Services

San Juan Unified School District
Frank Camarda
Chief Operations Officer

Signature

Signature

Date

Date



Frank Camarda (Sep 17, 2023 11:23 PDT)

Sep 17, 2023

Fhanysha Gaddis, General Counsel
Approve As To Form

SJUSD Camp Winthers Agreement corrected

Final Audit Report

2023-09-17

Created:	2023-09-15
By:	Maija Young (maijs.young@sanjuan.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAuuVmxcozz_O7iT8v-fE3K6N-ibRJD70

"SJUSD Camp Winthers Agreement corrected" History

- 📄 Document created by Maija Young (maijs.young@sanjuan.edu)
2023-09-15 - 7:35:31 PM GMT
- ✉️ Document emailed to Fhanysha Gaddis (fhanysha.gaddis@sanjuan.edu) for signature
2023-09-15 - 7:36:21 PM GMT
- �认 Email viewed by Fhanysha Gaddis (fhanysha.gaddis@sanjuan.edu)
2023-09-17 - 6:23:41 PM GMT
- 🔗 Document e-signed by Fhanysha Gaddis (fhanysha.gaddis@sanjuan.edu)
Signature Date: 2023-09-17 - 6:23:58 PM GMT - Time Source: server
- ✓ Agreement completed.
2023-09-17 - 6:23:58 PM GMT



Adobe Acrobat Sign

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M89803-7120

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTOR NAME

Sacramento County Office of Education

2. The term of this Agreement is:

START DATE

June 1, 2023, or upon final approval

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

Two Million Dollars and Zero Cents (\$2,000,000.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	1
	Exhibit B	Budget Detail and Payment Provisions	2
	Attachment B-1	Budget Summary	1
+	Attachment B-2	Budget Narrative	2
+	Attachment B-3	Supplemental Budget	1
+	Exhibit C *	General Terms and Conditions	GTC 04/2017
+	Exhibit D	Special Terms and Conditions	3
+	Exhibit E	Budget Authority	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OIS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Sacramento County Office of Education

CONTRACTOR BUSINESS ADDRESS PO Box 269003	CITY Sacramento	STATE CA	ZIP 95826
PRINTED NAME OF PERSON SIGNING Nick Schweizer	TITLE Associate Superintendent		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 6/27/23		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M89803-7120	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
---------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTING AGENCY ADDRESS 800 Capital Mall, Suite 1022, MIC 45	CITY Sacramento	STATE CA	ZIP 95814
--	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING

Myke Griseta

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Myke Griseta

TITLE

Grants Development Manager

DATE SIGNED

6/29/23

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 Section 4.06

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as the CWDB, and Sacramento County Office of Education, hereinafter referred to as the Contractor, for the purpose of complying with Assembly Bill (AB) 179's allocation of \$2,000,000.00 to the "County of Sacramento Office of Education for academic and extracurricular programs and outdoor learning experiences at Camp Winthers; new Construction/Building Trades pathway." The Contractor will act as a passthrough to the San Juan Unified School District (SJUSD) to fulfill the intent of the legislation. The SJUSD is the owner and operator of Camp Winthers.
2. The Project Representatives during the term of this Agreement will be:

State Agency

California Workforce Development Board
Attn: Myke Griseta
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814
Phone: (916) 764-6544
E-Mail: myke.griseta@cwdb.ca.gov

Contractor

Sacramento County Office of Education
Attn: Nick Schweizer
Address: PO Box 269003
Sacramento, CA 95826
Phone: (916) 228-2550
E-Mail: nschweizer@scoe.net

3. Changes to the Project Representatives will not require an amendment to this Contract.
4. Notwithstanding any other provisions in this Agreement, the Contractor will invoice CWDB for an advance payment. Upon receipt of the advance payment, the Contractor will pass the funds through to SJUSD, as the owner and operator of Camp Winthers.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with Attachments B-1, Budget Summary, and B-2, Budget Narrative. The total amount of this Agreement shall not exceed Two Million Dollars and Zero Cents (\$2,000,000.00).
2. Upon execution of this Agreement, the Contractor shall submit an advance payment invoice to CWDB to request that the Contractor be advanced the estimated reimbursable costs, in accordance with Attachments B-1, Budget Summary, and B-2, Budget Narrative. All unused funding provided as an advance payment, but not spent down during the term of the Agreement, shall be returned to the State.
3. Invoices shall include the **CWDB Contract Number M89803-7120** and shall be submitted to:

California Workforce Development Board
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814
Attn: Angela Mendibles

4. The Contractor is responsible for ensuring that invoices submitted to the CWDB claim actual expenditures for eligible project costs under Attachments B-1 and B-2. The Contractor shall, upon demand, remit to the CWDB any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Contractor in violation of the terms, provisions, conditions, or commitments of this Agreement.

B. Withholding of Grant Disbursements

1. The CWDB and the EDD may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Contractor has materially and substantially breached the terms and conditions of this Agreement, including submission of required reports and data.
2. The CWDB and the EDD will not reimburse the Contractor for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and the EDD may either withhold an equal amount from subsequent payments to the Contractor or require repayment of an equal amount to the CWDB by the Contractor.
3. In the event that grant funds are withheld from the Contractor, the CWDB's Executive Director or designee shall notify the Contractor of the reasons for withholding and advise the Contractor of the time within which the Contractor may remedy the situation leading to the withholding.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

C. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

D. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

ATTACHMENT B-1
BUDGET SUMMARY
(Standard Agreement)

CWDB Contract No. M89803-7120
 CWDB/Sacramento County Office of Education
 Page 1 of 1

Line Item	Budget Line Item		Grant Funds	Leveraged Funds (Match)	Total Project Budget	Source of Leveraged Funds	Type of Leveraged Funds
A.	Staff Salaries				\$0.00		
B.	Number of full-time equivalents:	0					
C.	Staff Benefit Cost				\$0.00		
D.	Staff Benefit Rate (Percent):	0					
E.	Staff Travel				\$0.00		
F.	Operating Expenses				\$0.00		
G.	Furniture and Equipment						
	Small Purchase (Unit cost of under \$2,500)				\$0.00		
	Equipment Purchase (See Supplemental Budget)				\$0.00		
	Leased Equipment (See Supplemental Budget)				\$0.00		
H.	Consumable Testing and Instructional Materials				\$0.00		
I.	Training Tuition Payments,Vouchers				\$0.00		
J.	On-The-Job Training				\$0.00		
K.	Participant Wages and Fringe Benefits				\$0.00		
L.	Participant Support Services				\$0.00		
M.	Contractual Services (must complete Supplemental)	\$2,000,000.00			\$2,000,000.00		
N.	Indirect costs (complete items 1 and 2 below)				\$0.00		
O.	Other (describe)				\$0.00		
P.	TOTAL FUNDING**	\$2,000,000.00	\$0.00	\$2,000,000.00			
						Total Award	\$2,000,000.00
						***Administrative Costs	\$0.00
						Program Costs	\$2,000,000.00

*Indirect Cost Rate must be negotiated and approved by Cognizant Agency.

1	Indirect cost Rate (Percent):	
2	Name of cognizant Agency:	

***A maximum of 10% of the total project budget will be allowed for administrative costs.

ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)

CWDB Contract No. M89803-7120
 CWDB/Sacramento County Office of Education
 Page 1 of 2



CWDB Application
Budget Narrative

Organization	Sacramento County Office of Education							
Project Name	San Juan - Camp Winthers and CTE Construction Pathway							

Staff Salaries & Benefits								
Job Titles of Staff & Roles and Responsibilities	FTE	Monthly Salary	Months	Total Salary		Benefits	Benefit %	Total Staff Salaries + Benefits
	0.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
<i>Total Salary</i>				\$0.00	<i>Total Benefits</i>	\$0.00		
Staff Salaries & Benefits Total								\$0.00
Staff Travel								
List staff traveling, destination/event, and of transportation* Note: Staff Travel is for employees of the subrecipient entity only. Anyone else listed under Staff Travel would be an unallowable cost. Contractors should budget their own travel into their contracts and cannot be included under subrecipient entity travel costs.								\$0.00
								\$0.00
Operating Expenses								
<i>Provide breakdown of operating expenses in each of the major line items below (if applicable)</i> <i>*Based on FTE for Program Staff</i>								\$0.00
Rent								\$0.00
Insurance								\$0.00
Accounting (Payroll Services) and Audits								\$0.00
Consumable Office Supplies								\$0.00
Printing								\$0.00
Communications (phones, web services, etc.)								\$0.00
Mailing and Delivery								\$0.00
Dues and Memberships								\$0.00
Outreach								\$0.00
Furniture and Equipment								
Small Amount of Equipment and Furniture Pooled items less than \$5,000 per unit, include cost allocation - list name of item, cost, and quantity								\$0.00
Equipment and Furniture Greater than \$5,000: List name of item, cost, and quantity to be purchased - prior approval required and added to Exhibit G: Supplemental Budget								\$0.00
Leased Equipment Provide a description of what is being leased, length of time and costs See Exhibit G for leasing information								\$0.00
Consumable Testing and Instructional Materials								
<i>Explain purpose and planned use along with breakdown of individual costs totaling to total line item allocation</i>								\$0.00
								\$0.00

ATTACHMENT B-2
BUDGET NARRATIVE
(Standard Agreement)

CWDB Contract No. M89803-7120
 CWDB/Sacramento County Office of Education
 Page 2 of 2

Training Tuition, Payments, Vouchers <i>Detail costs for programs and sector-specific training and certificate programs (include name of organization), as well as training costs for outside training providers (organization/location)</i> <i>For all training (and OJTs below), read Training Services:</i>	\$0.00
	\$0.00
On-The-Job Training <i>List employers and industries partnering in the OJTs. Employer reimbursements for training by an employer that is provided to a paid participant while engaged in productive work in a job that:</i> <i>a) provides knowledge or skills essential to the full and adequate performance of the job;</i> <i>b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant; and</i> <i>c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.</i>	\$0.00
	\$0.00
Participant Wages and Fringe Benefits and Stipends <i>State planned number of participants to receive wages and benefits and give detail of Work Experience or Transitional Jobs along with breakdown of individual costs totaling to total line item allocation.</i>	\$0.00
	\$0.00
Supportive Services <i>Gas cards, bus passes, housing, or any additional immediate assistance not available through any other source. Describe the specific services you will provide along with the breakdown of individual costs totaling to total line item allocation.</i>	\$0.00
	\$0.00
Contractual Services (must complete Supplemental Budget) Providing Goods or Services that are required to conduct a state program <i>Describe services provided by each contractor, cost of individual contract, and name of organization/individual service provider. If the contract needs to be procured, list type of procurement and the estimated date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget.</i>	\$2,000,000.00
Project #1 Camp Winthers Infrastructure - Services to be provided by SJUSD – the owner and operator of Camp Winthers. AB 179 will provide the needed funds to execute the design and construction necessary for academic and extracurricular programs and outdoor learning experiences at Camp Winthers. Design and engineering services performed by an architect of record. I.e. architecture, civil, structural, mechanical, electrical, plumbing and permits. General Contractor will be bid in accordance to Education Code and Public Contract Code. Method of selection of contractor will be best value selection. Estimated date of award will be May of 2024. General contractor will provide contractor and sub contractor building trades to perform the needed construction and modernization. Below is a breakdown of soft costs that are not related to actual construction. Hard costs are the cost of actual construction. Design & Engineering, Permitting, Construction Management, Equipment 25% project soft cost Construction 75% hard cost	\$1,000,000.00
Project #2 Encina CTE Construction Pathway - performed by SJUSD as part of its new Construction/Building Trades Pathway. AB 179 will provide the needed funds for SJUSD's new Construction/Building Trades Pathway. Funds will be used to purchase industry aligned curriculum and equipment that meets construction industry standards and to execute the design and construction of shade structures in the outdoor learning environment for enrolled pathway students. For the infrastructure work, design and engineering services will be performed by an architect of record (i.e. architecture, civil, structural, mechanical, electrical, plumbing and permits). General Contractor will be bid in accordance to Education Code and Public Contract Code. Method of selection of contractor will be best value selection. Estimated date of award will be December 2023. General contractor will provide contractor and sub contractor building trades to perform the needed construction of shade. Below is a breakdown of soft costs that are not related to actual construction. Hard costs are the cost of actual construction and the purchase of curriculum and equipment. Construction Hard Cost 50% Program Equipment 50%	\$1,000,000.00
Indirect costs <i>Must have approval of Cognizant Agency.</i>	\$0.00
	\$0.00
Other (describe) <i>Explain these costs, which do not fit into the specific line item categories above.</i>	\$0.00
	\$0.00
Grant Award Total	\$2,000,000.00

ATTACHMENT B-3
SUPPLEMENTAL BUDGET
(Standard Agreement)

CWDB Contract No. M89803-7120
 CWDB/Sacramento County Office of Education
 Page 1 of 1



CWDB Application
Supplemental Budget

Organization	Sacramento County Office of Education
Project Name	San Juan - Camp Winthers and CTE Construction Pathway

I. Equipment					
List equipment items with a useful life of more than one year and/or with a unit acquisition cost of \$2,500 or more charged to the project. The approval of the budget plan contained in the grant does not constitute approval of the purchase of equipment or request. A separate request to purchase equipment must be submitted to the state for prior approval. If leasing equipment is being considered, it must be included in the procurement analysis.					
Item Description	Cost Per Item	Quantity	Total Cost	% Charged to Project	Total Cost Charged to Project
TOTAL	\$0.00		\$0.00		\$0.00

Subrecipients and Contractors

II. Contractual Services - Providing Goods or Services that are required to conduct a state program. **If procurement needs to occur and TBD, provide selection timeframe.

All contractual services must be competitively procured in accordance with state procurement regulations and policies.

Description - Type of Service	Cost	Service Provider	Type of Procurement
Camp Winthers Architecture Engineering	\$200,000.00	LEA	District Qualified Pool
Camp Winthers Construction	\$800,000.00	LEA	Best Value
Encina CTE Architecture Engineering	\$100,000.00	LEA	District Qualified Pool
Encina CTE Construction	\$400,000.00	LEA	Best Value
Encina CTE Equipment and Curriculum	\$500,000.00	LEA	CUPPCA
TOTAL	\$2,000,000.00		

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Subcontractors or Grantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the CWDB and any subcontractors or grantees, and no subcontract or grant shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CWDB for the acts and omissions of its subcontractors or grantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or grantees is an independent obligation from the CWDB's obligation to make payments to the Contractor. As a result, the CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or grantee.

2. Consultant–Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationships with any governmental entity.

3. Public Contract Code (Consultant Services)

The Contractor is advised that it has certain duties, obligations, and rights under Public Contract Code sections 10335 - 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8.

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services within five working days of the completion of the evaluation, and to the Contractor within 15 working days of the filing of the evaluation with DGS. (PCC § 10369)

5. Termination Clause

This Agreement may be terminated by CWDB by giving written notice 30 days prior to the effective date of such termination.

6. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

7. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

8. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with the CWDB. All replacements are subject to the CWDB's approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this Contract. The CWDB has the right to request removal and/or replacement of Contractor resources.

9. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- C. In the event that the CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

10. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CWDB.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

11. Workforce Innovation and Opportunity Act

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

12. Disputes

If the Contractor disputes an action of the CWDB in the administration of this Agreement, the Contractor may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from the Contractor of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Contractor withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Contractor and the Executive Director.

- 13. The Contractor shall cooperate with the CWDB with regard to the performance of this Agreement.**
- 14. The Contractor shall cooperate with the CWDB to provide timely responses to any requests for data and/or reports the CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. The Contractor further understands and agrees that this data will be shared with the CWDB and any other stakeholders.**
- 15. The Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the documents, amendments, approved modifications, and communications filed in support of its request for grant funds.**
- 16. The Contractor agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.**
- 17. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
SOLICITATION BACKGROUND
(Standard Agreement)

A link to the solicitation document or relevant statutory language is provided for reference purposes below. Attachments B-1, Budget Summary, and B-2, Budget Narrative are to serve as the control documents for the purpose of this agreement's review by EDD.

Document Title: Assembly Bill No. 179

Document Link: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB179

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-11

MEETING DATE: 09/26/2023

SUBJECT: Amendment No.1 to the Lease
Agreement between Youth Development Network and San
Juan Unified School District

DEPARTMENT: Facilities

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

ACTION REQUESTED:

The superintendent is recommending that the board approve lease amendment No.1 to the lease agreement for Youth Development Network at the property located at 6141 Sutter Avenue, Carmichael, CA 95608.

RATIONALE/BACKGROUND:

Youth Development Network (YDN) intends to use a portion of the premises for continuing its purpose of providing youth development programs to its members, attendees, and/or students. The district and YDN have agreed to make certain modifications to the lease, including clarifying the contents and descriptions of the lease, extending the term of the lease, and updating the cost of the pro rata share charge, changing the school site location, and now intend to amend the lease accordingly.

ATTACHMENT(S):

A: Lease Amendment No. 1

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: N/A

Additional Budget: N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY:

Frank Camarda, Chief Operations Officer 

APPROVED BY:

Melissa Bassanelli, Superintendent of Schools 

**FIRST AMENDMENT TO FACILITY LEASE AGREEMENT
BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT AND YOUTH
DEVELOPMENT NETWORK**

This FIRST AMENDMENT to the Facility Lease Agreement is made by and between San Juan Unified School District (“District”) and Youth Development Network (“YDN”) and is dated as of this _____ day of _____ 2023.

RECITALS

WHEREAS, the District and YDN have previously executed and entered into that certain Facility Lease Agreement dated April 24, 2018 (the “Lease”) pursuant to the terms of which YDN has leased from the District the rooms No. 17 and 18 of the Hemlock Site, located at 5320 Hemlock Street, Sacramento, CA 95841 (“School Site”).

WHEREAS, the District and YDN have agreed to make certain modifications to the Lease, including clarifying the contents and descriptions of **Exhibit A** and **Exhibit B** to the Lease, extending the term of the Lease, and updating the cost of the pro rata share charge, changing the School Site Location, and now intend to amend the Lease accordingly.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective_____, the parties agree as follows:

1. Section 1 of the Lease is amended to strike the first paragraph in its entirety and inserting in lieu thereof the following:

1. PREMISES. YDN shall hereby be entitled to the use of portions of the White House Counseling Center, as shown in **Exhibit B** (“Premises”), located at 6141 Sutter Ave, Carmichael, CA 95608. It is acknowledged that YDN intends to use the designated Premises as an education facility/administrative office and will provide services to students.

2. Section 2 of the Lease is amended to strike the first paragraph in its entirety and inserting in lieu thereof the following:

2. TERM; OPTION TO EXTEND/RENEW. The term of this Lease shall be for one year with the option to renew the lease annually, up to five years. The commencement date shall be _____ (“Commencement Date”), and, unless sooner terminated under any provision hereof, this Lease shall end on June 30, 2024. The Parties shall have the option to extend the initial term of this Lease for an additional one year term, up to five years, on the same terms and conditions set forth herein. The Parties will provide notice to Tenant of its intent to exercise its option to extend or option to renew with at least ninety (90) days written notice prior to the expiration of the initial term.

3. Section 4 of the Lease is amended to strike the first paragraph in its entirety and inserting in lieu thereof the following:

4. **RENT.** For the initial term, Tenant shall owe Landlord \$1 Dollar and 25 cents per square foot, equating to \$719 per month/\$8,628 annually (“Rent”). Tenant shall owe the Landlord the Rent on the first day of each month during the term of the Lease, without deduction, setoff, prior notice, or demand.

A. Every three (3) months from the Commencement Date, Tenant shall provide Landlord with an itemized invoice of Services to date rendered in lieu of Rent and the value of such Services. In the event Tenant has not provided sufficient services after 12 months, to offset the amount of Rent, the Tenant shall pay the Landlord the difference in the amount of Rent owed and the value of Services rendered. In lieu of such payment, the Landlord may, in its sole discretion, require the Tenant to provide specific Services to cover the difference between the Rent owed and the value of Services rendered. Landlord shall provide written notice to Tenant of such an election. Upon receipt of such notice and the delivery of such requested Services, Tenant’s payment of rent shall be deemed complete. If, at the end of the initial term of this Agreement, there remains a difference between the Rent owed and the value of Services rendered by Tenant, Landlord, in its sole discretion, may require Tenant to pay the amount remaining, or, if this Agreement is renewed in the manner provided for in Section 2, the Landlord may elect to require the Tenant provide Services in the amount owed in the renewed term of the Agreement. Landlord shall deliver written notice to Tenant regarding Services to be rendered in the renewed term of the Agreement. Such Services would be rendered in addition to the Services required by Tenant as Rent in a renewed term of this Agreement. Nothing in this Section shall be construed to allow Tenant to render Services or payment in an amount less than the total amount of Rent due under this Agreement. Under no circumstances shall the District be required to pay for Services in excess of the annual Rent without a separate written agreement.

B. The Rent may be readjusted annually at the Landlord’s discretion for each succeeding year beyond the initial year as follows. On the date that is one (1) year after the Commencement Date, and on that date in each subsequent year through the full term of this Lease, including any extension or renewal period, the base monthly rent may increase pursuant to the increase in the Consumer Price Index (all items - for the United States which is published in the month nearest the date of the rent increases, “CPI”). However, notwithstanding the above, the increase in the base monthly rent shall not be less than 3% nor more than 4%. Landlord agrees to send Tenant a written Notice of Increase at least ten (10) days prior to the increased rent going into effect. Notwithstanding, any failure by Landlord to send Tenant a Notice of Increase, does not prevent the Landlord from adjusting the annual rent in accordance with this provision of the Lease.

C. From previous contract: PRO RATA SHARE OF COSTS. Facilities Costs: YDN shall provide services to San Juan Unified School District, in an amount similar to the determined costs of use of facilities including facility upkeep, custodial services, utility costs, IT support as needed related to the space, phoneline and equipment, internet wi-fi access, and the

Attachment A

technology infrastructure. Should YDN request additional custodial services, said services shall be provided by the District in a manner consistent with existing bargaining unit agreements. Costs for additional requested services and supplies shall be paid for by YDN. (This cost would be added to the monthly cost)

D. Taxes or any possessory interest taxes, late charges, costs and expenses which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, Landlord shall have all of the rights and remedies with respect thereto as Landlord has for the nonpayment of the monthly Rent.

4. Except as modified by the terms of this First Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

5. This First Amendment may be executed in counterparts, each of which shall constitute an original of the First Amendment. Facsimile or electronic signature pages transmitted to other parties to this First Amendment shall be deemed equivalent to original signatures on counterparts.

6. This First Amendment shall be effective upon execution by the parties and approval by the District's Governing Board.

IN WITNESS WHEREOF, District and YDN have executed this First Amendment, through their respective officers or representatives, duly authorized, as of the day and year shown below.

Date: _____
San Juan Unified School District

Date: _____
YDN

Approved as to Form:

Fhanysha C. Gaddis, General Counsel San Juan Unified School District

Approved and ratified this ____ day of _____, 2023 by the San Juan Unified School District Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Zima Creason, President
San Juan Unified School District
Board of Education**

Attest:

**Saul Hernandez, Clerk
San Juan Unified School District
Board of Education**

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-12

MEETING DATE: 09/26/2023

SUBJECT: Ratification of Committee Members

CHECK ONE:

- For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Administration

ACTION REQUESTED:

The superintendent is recommending that the board ratify the selection of Veronica Guzman, Lacey Martinez and Rachel Turki to serve as committee members on the Special Education Community Advisory Committee (CAC).

RATIONALE/BACKGROUND:

Board member Zima Creason has appointed Veronica Guzman, board member Pam Costa has appointed Lacey Martinez and Superintendent Bassanelli has appointed Rachel Turki to serve on the CAC through July 2024. Per the committee bylaws, each individual board member and the superintendent shall appoint committee members subject to ratification by a majority vote of the board.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

N/A

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted base, supplemental, other restricted, etc.)

Current Year Only: Ongoing:

LCAP/STRATEGIC PLAN:

Goal: N/A

Focus: N/A

Action: N/A

Strategic Plan: N/A

APPROVED BY: Melissa Bassanelli, Superintendent of Schools M.B.

:sc

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-1

MEETING DATE: 09/26/2023

SUBJECT: Summer Learning

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board review the report on learning opportunities for the summer of 2023.

RATIONALE/BACKGROUND:

The intent of this report is to highlight the innovative summer programs and opportunities provided to students. Based on needs assessments, sites were provided local control to determine what actions would best meet the needs of their students. Through collaboration with a variety of educational and community partners, high interest learning opportunities for students across the district were developed. The focus of these programs was academic intervention through enrichment with added support for social and emotional needs. Supplemental funding including the Expanded Learning Opportunities (ELO) grant, Title I federal funds, and state funding, provided the resources to over 8,316 K-12 grade students.

ATTACHMENT(S):

A: Presentation

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1&2 Focus: All

Action: N/A

Strategic Plan: N/A

PREPARED BY:

Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs

Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education and Programs ^{KS} _{ATS}

APPROVED BY:

Amy L. Slavensky, Ph.D., Interim Deputy Superintendent, Schools and Student Support
Melissa Bassanelli, Superintendent of Schools *YMB*



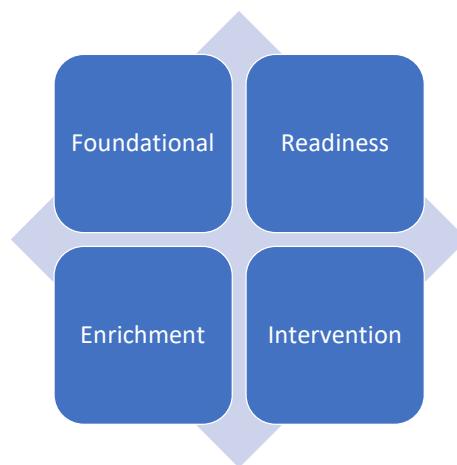
2023 Summer Learning

San Juan Unified School District

Board of Education

September 26, 2023

Summer School Scope



Summer School Data

Total
students= 8316

- High School 3863
- Middle School 1301
- Elementary 3152

Total
Cost

- \$3,140,545

Budgets Utilized

- Title Funds
- Local Control Funding Formula
- Expanded Learning Opportunity (ELO) Grant

3

Kindergarten to K-8 Summer Academic Enrichment

Foundations, Readiness, Enrichment, Intervention

- 27 sites
- 2600+ students participated
- 175 teachers
- 175 student interns
- 150 classified staff



Camp Kinder
K-1 Boost
STEAM
Music creation and appreciation
Gardening
Art
Sports
Maker spaces
Academic language through enrichment
Communicating reasoning and number sense
Mentoring through student interns
Community building
Using art to promote literacy and numeracy
Building confidence through community partners
Social Emotional learning



4

Camp Winthers ELO Summer Camp

July 31 - August 2

120 incoming 4th - 8th graders

Site teaching staff and high school counselors

Completely free to students

Transportation provided



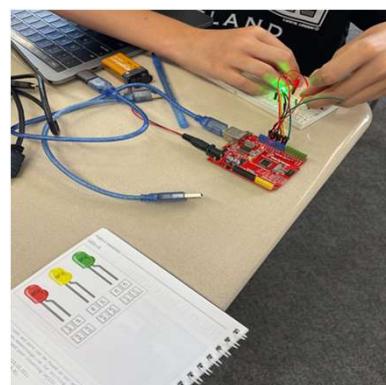
Middle School Career Technical Education Summer Program: Enrichment

Total: 101 Students

- Broadcast & Video
- Computer Science
- Cyber Security
- Medical Assistant

Technical Skills

Hands-on Training



6

Middle School Summer Enrichment

60 classes offered at 6 sites

Over 1200 students participated in programs

Partnered with departments to offer field trips/camps such as STEM Robotics at CSUS and Brown Youth Academy at UC Merced

Sample Classes

- Ceramics
- STEM Sports
- Creative Writing
- Science Dissections
- Archery
- Lego Robotics
- Woodworking
- Wrestling
- Financial Math



7

High School Enrichment

562 students

20 programs

8 sites



COMMUNITY SERVICE



SOCIAL/EMOTIONAL SUPPORT



GENERAL INTEREST



ADVANCED PLACEMENT



INTERNSHIPS

8

Math Camp: Readiness

1 high school

2 middle schools

5 elementary schools

251 total students

Expanded to include grades 1 - 9

Positive experience for both students and staff

Continued emphasis on growth mindset, collaboration, and critical thinking tasks

Preparation for Building Thinking Classrooms strategies



9

High School Credit Recovery

Seat Based:
El Camino High School

	Summer session	Students enrolled	Courses completed	Credits earned
1	505	462	2,310	
2	351	314	1,570	
Total	856	776	3,880	

Independent Study:
Sunrise Tech Center and
Mira Loma High School

	Summer session	Students enrolled	Courses completed	Credits earned
1	1,893	525	2,625	
2	802	610	3,050	
Total	2,695	1,135	5,675	

10

Extended School Year Program

School Sites and Enrollment

Preschool:

Garfield – 47 students

General Davie – 11 students

Elementary Programs:

Orangevale Open – 141 students

Coyle – 161 students

Starr King - 153 students

Secondary Programs:

Mira Loma – 197 students

Centers:

Laurel Ruff - 138 students

Ralph Richardson Center – 61 students

(preschool - adult)



11

Office of Student Learning Assistance (OSLA): Scope of Programs

Camp Kinder



Kindergarten - 1st Grade Boost



Elementary Academic Enrichment



Specialized Programs

12

Welcoming Newcomers

Connection Community Confidence

- 250 6th – 12th grade students
- 13 high school student interns
- 5 elective credits earned
- Parent education classes
- English language acquisition support
- 18 teachers
- Coordinated by the Newcomer Support Team



13

Highlighting Summer Student Interns

Student Perspective

Ravyn Seibles, El Camino High School

9th Grade



Voices From the Field

"Our K-1 Boost camp ended today. I wanted to share that our student interns were AMAZING and really helped to enhance our overall program." Sabrina Parsley, Principal

"The high school interns we had at Carmichael were fantastic!!! Thank you for your diligence in vetting them and training them, they were so helpful! They even jumped in and participated in Sami Circuit!"

14

We are happy
to answer any
questions you
may have



15

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-2

MEETING DATE: 09/26/2023

SUBJECT: Professional Learning and Innovation

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board hear a report regarding the work and current priorities of the Professional Learning and Innovation (PLI) department.

RATIONALE/BACKGROUND:

The purpose of this report is to provide the board with an update about the work and current priorities of the PLI department. In response to the current academic performance of San Juan Unified students, the PLI department is prioritizing professional learning in mathematics, reading, and inclusive practices. The report will also describe the ways we are continually improving our department-wide practices to collect data, partner more strategically with sites and departments and focus on family and community engagement.

ATTACHMENT(S):

A: Presentation

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/05/2023, 09/18/2023

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A

Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Nicole Kukral, Director, Professional Learning and Innovation

APPROVED BY: Amy L. Slavensky, Ph.D., Interim Deputy Superintendent, Schools and Student Support ^{AS}
Melissa Bassanelli, Superintendent of Schools *MLB*



Professional Learning and Innovation (PLI) Update

San Juan Unified School District
Board of Education
September 26, 2023

1

What We Do

Instructional Materials
Curriculum adoption facilitation and support

Professional Learning
Support for all adults to ensure positive academic outcomes for students

Content Knowledge
District-wide support in the content areas

New Courses
Course approval, course writing, and course support

2

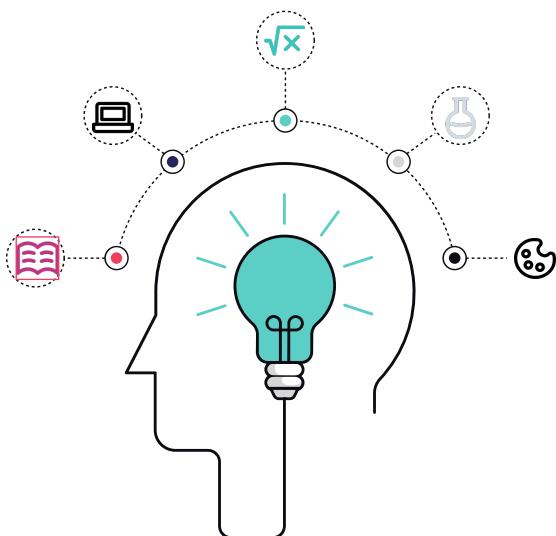
Professional Learning

- Focusing all professional learning opportunities on impactful, evidence-based strategies that improve student learning
- Responding to both quantitative and qualitative data sources to meet staff and student needs
- Facilitating meaningful and engaging professional learning opportunities that support continuous refinement of instructional practices



3

Who We Are



English/Language Arts and History-Social Science

- 1 program specialist
- 2.2 teachers on special assignment (TOSAs)

Instructional Technology and World Languages

- 1 program specialist
- 0.5 TOSA

Math

- 1 program specialist
- 2.5 TOSAs

Science and Health

- 1 program specialist
- 2 TOSAs

The Arts and Physical Education (PE)

- 1 program specialist
- 3 lead teachers and 1 0.2 TOSA

4

How We Collaborate

Family and Community Engagement and Communications

Ensuring family and community voice in curriculum decisions

Counseling

Ensuring student choice for a well-rounded course of study

Business Services, Technology, and Human Resources

Ensuring smooth operational practices to support teaching and learning



Schools Divisions

Infusing content and instructional support into the work of sites

Equity

Supporting culturally responsive pedagogy

Special Education, Student Support Centers, and Office of Student Learning Assistance

Supporting intervention and inclusive practices to meet the needs of all learners

5

Our Priorities in 2023-2024

1

Math

Improving math learning through centralized and site-based work

2

Reading

Deepening and expanding our work, particularly in grades 4-8

3

Ethnic Studies

Implementing the new state graduation requirement and supporting staff and families

6

Our Priorities in 2023-2024

4

Inclusive Practices

Collaborating with multiple departments to support Universal Design for Learning

5

New Teacher Support

Collaborating with multiple teams to promote teacher retention

7

How It's Going: Reading and Math

- Over 100 elementary teachers engaged in math professional learning in June and July.
- Multiple sites came together in August to launch their site professional learning focus in math.
- 13 total sites are partnering with our professional learning team around math.
- We remain steadfast in our commitment to early literacy as evidenced by another early reading cohort.
- Three cohorts of teachers in the middle grades who are exploring reading instruction for older students.



Green Oaks team having fun with math

8

How It's Going: Other Areas of Focus

- Almost 30 teachers have committed to our year-long ethnic studies professional learning series
- Our team is strategizing about ways to build on the success of the inclusive practices institute to help transfer the practices into the classroom
- We are hosting curriculum support days for our new teachers to support them with lesson planning and instructional strategies

9

Continually Refining our Work

1

Data

Developing and implementing systems of data collection to better understand our work's impact

3

Family Engagement

Increasing our efforts to reach and engage families and community members

2

Site Partnerships

Decentralizing some of our work to make it more accessible to more staff

4

Administrator Support

Partnering more strategically with schools divisions to support instructional leadership

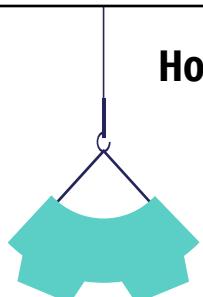
10

Addressing Challenges as They Arise

Challenges	Strategies
Barriers for attendance at professional learning	Going directly to sites
Limited access to guest teachers	Collaborating with Human Resources
Small professional learning team	Building capacity in others, including members of site leadership teams

11

How We Will Continue to Engage with the Board and the Curriculum and Standards (C&S) Committee

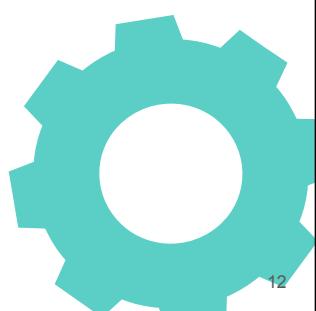


September: Getting input from C&S Committee about what updates they would like to hear from our department

November: Bringing Report Is to C&S to provide an update on current instructional materials adoptions

March: Providing an update on mathematics instruction to the Board of Education

April: Bringing final instructional materials recommendations and new course requests to the C&S Committee and to the Board



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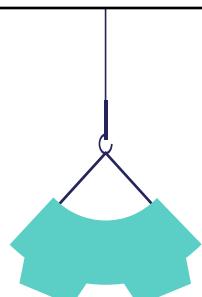


Additional Next Steps

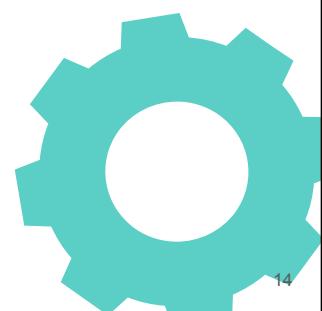
- Monitor outcomes of professional learning using both quantitative and qualitative data sources
- Continue to build on this year's math professional learning and extend into future years in order to build system-wide capacity to improve math outcomes for all learners



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Questions and Discussion



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**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-3

MEETING DATE: 09/26/2023

SUBJECT: Public Hearing Sufficiency of
Textbooks and Instructional Materials

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Professional Learning and Curriculum Innovation

ACTION REQUESTED:

The superintendent is recommending that the board hold a public hearing to discuss and adopt Resolution No. 4100 stating that each pupil in each school in the district has sufficient textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

RATIONAL/BACKGROUND:

Educational Code Section 60119 requires an annual public hearing and resolution regarding sufficient textbooks and/or instructional materials. Public notice of this hearing was provided per education code provisions.

After reviewing textbooks throughout the district, Professional Learning and Curriculum Innovation is able to certify that the district does have sufficient textbooks in each subject this year. Instructional materials funds and lottery funds are used to purchase basic TK-12 textbooks and instructional materials in all curriculum areas. Attached are the TK-12 board adopted textbooks and instructional materials. Also attached is a brief explanation of the methods followed to ensure sufficient textbooks and instructional materials.

ATTACHMENT(S):

- A: Resolution No. 4100
- B: Public notice
- C: TK-12 board-adopted textbook and instructional materials
- D: Explanation of the methods followed to ensure sufficient textbooks and instructional materials

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/18/2023

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 8

Action: 1.8a Measurable Outcome

Strategic Plan: N/A

PREPARED BY:

Nicole Kukral, Director, Professional Learning and Innovation
Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs *KS*

APPROVED BY:

Amy L. Slavensky, Ph.D., Interim Deputy Superintendent, Schools and Student Support *AS*
Melissa Bassanelli, Superintendent of Schools *MBS*

**Resolution No. 4100
Public Hearing Re: Education Code 60119
TK-12 Instructional Materials Fund**

WHEREAS, the Governing Board of San Juan Unified School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 26, 2023, at 6:30 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English Learners, in the District, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects: mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

THEREFORE, BE IT RESOLVED that in the 2023/2024 school year, the San Juan Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

IN WITNESS WHEREOF, the passage of the foregoing resolution in the manner and form prescribed by law, we, the members of said Governing Board present and voting hereon, have hereunto set our hands this 26th day of September 2023.

Zima Creason, President

Pam Costa, Vice President

Saul Hernandez, Clerk

Ben Avey, Member

Paula Villescaz, Member

Tanya Kravchuk, Member

Vacant, Member

ATTEST:

Melissa Bassanelli, Secretary

Board of Education
San Juan Unified School District
Sacramento County, California

PUBLIC NOTICE

NOTICE OF INTENT TO HOLD A PUBLIC HEARING TO DETERMINE WHETHER EACH PUPIL IN EACH SCHOOL IN THE SAN JUAN UNIFIED SCHOOL DISTRICT HAS, OR WILL HAVE PRIOR TO THE END OF THE FISCAL YEAR, SUFFICIENT TEXTBOOKS OR INSTRUCTIONAL MATERIALS, OR BOTH, IN EACH SUBJECT, THAT ARE CONSISTENT WITH THE CONTENT AND CYCLES OF THE CURRICULUM FRAMEWORK ADOPTED BY THE STATE BOARD

The San Juan Unified School District, to comply with Education Code section 60119, is holding a public hearing to determine whether each pupil in each school in the District has, or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education.

The public hearing before the Board of Trustees regarding this issue will be held on September 26, 2023, starting at 6:30 p.m. in the Board Room at the San Juan Unified School District office located at 3738 Walnut Avenue, Carmichael, CA.

Posted at: San Juan Unified School District Office
 Sylvan Public Library
 Arden Public Library

September 12 through September 26, 2023



San Juan
Unified School District

San Juan Unified School District

Williams Required Board Adopted Textbooks

Transitional Kindergarten

Subject	ISBN	Title	Type	Publisher	Course	Adopted
ELA	Various	Benchmark - Ready to Advance - Consumable Textbooks Units 1-10 - Grade TK	5 Booklets	Benchmark		2017
Science	978-1-83892-485-0	TWIG - Grade TK - Worksheet set	Worksheets	Twig		2020

Uses Kindergarten materials for other subjects

Kindergarten

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	Various	enVision MATH: Common Core, Lvl K	Newspaper	Pearson		2015
Math - DI	Various	enVision MATH: Common Core: En español, Lvl K	Newspaper	Pearson		2015
ELA	Various	Benchmark - Advance - My Shared Readings Consumable Textbooks Units 1-10 - Grade K	5 Booklets	Benchmark		2017
ELA - DI	Various	Benchmark - Adelante - Mis Lecturas Compartidas Units 1-10 - Grade K	5 Booklets	Benchmark		2017
History	n/a	California Studies Weekly - Grade K	Newspaper	Studies Weekly		2019
Science	978-1-78916-116-8	Grade Kindergarten, Module 1, Student TwigBook: My Big Nature Adventure	Workbook	Twig		2020
Science	978-1-78916-117-5	Grade Kindergarten, Module 2, Student TwigBook: Marble Run Engineer	Workbook	Twig		2020
Science	978-1-78916-118-2	Grade Kindergarten, Module 3, Student TwigBook: Be Prepared	Workbook	Twig		2020
Science	978-1-78916-119-9	Grade Kindergarten, Module 4, Student TwigBook: I Can	Workbook	Twig		2020

First Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	Various	enVision MATH: Common Core, Lvl 1	Newspaper	Pearson		2015
Math - DI	Various	enVision MATH: Common Core: En español, Lvl 1	Newspaper	Pearson		2015
ELA	Various	Benchmark - Advance - My Shared Readings Consumable Textbooks Units 1-10 - Grade 1	5 Booklets	Benchmark		2017
ELA - DI	Various	Benchmark - Adelante - Mis Lecturas Compartidas Units 1-10 - Grade 1	5 Booklets	Benchmark		2017
History	n/a	California Studies Weekly - Grade 1	Newspaper	Studies Weekly		2019
Science	978-1-78916-120-5	Grade 1, Module 1, Student TwigBook: Museum of Leafology	Workbook	Twig		2020
Science	978-1-78916-121-2	Grade 1, Module 2, Student TwigBook: Animal Reporters	Workbook	Twig		2020
Science	978-1-78916-122-9	Grade 1, Module 3, Student TwigBook: Shadow Town	Workbook	Twig		2020
Science	978-1-78916-123-6	Grade 1, Module 4, Student TwigBook: Patterns in the Sky	Workbook	Twig		2020

Second Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	Various	enVision MATH: Common Core, Lvl 2	Newspaper	Pearson		2015
Math - DI	Various	enVision MATH: Common Core: En español, Lvl 2	Newspaper	Pearson		2015
ELA	Various	Benchmark - Advance - Texts for Close Reading Consumable Textbooks Units 1-10 - Grade 2	10 Booklets	Benchmark		2017
ELA - DI	Various	Benchmark - Adelante - Textos para La Lectura Atenta Units 1-10 - Grade 2	10 Booklets	Benchmark		2017
History	n/a	California Studies Weekly - Grade 2	Newspaper	Studies Weekly		2019
Science	978-1-78916-124-3	Grade 2, Module 1, Student TwigBook: My Journey West	Workbook	Twig		2020
Science	978-1-78916-125-0	Grade 2, Module 2, Student TwigBook: Masters of Materials	Workbook	Twig		2020
Science	978-1-78916-126-7	Grade 2, Module 3, Student TwigBook: Save the Island	Workbook	Twig		2020
Science	978-1-78916-127-4	Grade 2, Module 4, Student TwigBook: A Garden for Life	Workbook	Twig		2020

Third Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780328784035	enVision MATH: Common Core, Lvl 3	Textbook	Pearson		2015
Math - DI	9780328803934	enVision MATH: Common Core: En español, Lvl 3	Textbook	Pearson		2015
ELA	Various	Benchmark - Advance - Texts for Close Reading Consumable Textbooks Units 1-10 - Grade 3	10 Booklets	Benchmark		2017
ELA - DI	Various	Benchmark - Adelante - Textos para La Lectura Atenta Units 1-10 - Grade 3	10 Booklets	Benchmark		2017

History	n/a	California Studies Weekly - Grade 3	Newspaper	Studies Weekly		2019
Science	978-1-78916-128-1	Grade 3, Module 1, Student TwigBook: The Ultimate Playground	Workbook	Twig		2020
Science	978-1-78916-129-8	Grade 3, Module 2, Student TwigBook: Welcome to the Biome	Workbook	Twig		2020
Science	978-1-78916-130-4	Grade 3, Module 3, Student TwigBook: How to Survive an Ice Age	Workbook	Twig		2020
Science	978-1-78916-131-1	Grade 3, Module 4, Student TwigBook: Weather Warning HQ	Workbook	Twig		2020

Fourth Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780328784042	enVision MATH: Common Core, Lvl 4	Textbook	Pearson		2015
Math - DI	9780328803941	enVision MATH: Common Core: En español, Lvl 4	Textbook	Pearson		2015
ELA	Various	Benchmark - Advance - Texts for Close Reading Consumable Textbooks Units 1-10 - Grade 4	10 Booklets	Benchmark		2017
ELA - DI	Various	Benchmark - Adelante - Textos para La Lectura Atenta Units 1-10 - Grade 4	10 Booklets	Benchmark		2017
History	n/a	California Studies Weekly - Grade 4	Newspaper	Studies Weekly		2019
Science	978-1-78916-132-8	Grade 4, Module 1, Student TwigBook: Egg Racers	Workbook	Twig		2020
Science	978-1-78916-133-5	Grade 4, Module 2, Student TwigBook: Sparks Energy Inc.	Workbook	Twig		2020
Science	978-1-78916-134-2	Grade 4, Module 3, Student TwigBook: Time-Traveling Tour Guides	Workbook	Twig		2020
Science	978-1-78916-135-9	Grade 4, Module 4, Student TwigBook: Earthquake Engineering	Workbook	Twig		2020
Science	978-1-78916-136-6	Grade 4, Module 5, Student TwigBook: Super Survivors	Workbook	Twig		2020

Fifth Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780328784059	enVision MATH: Common Core, Lvl 5	Textbook	Pearson		2015
Math - DI	9780328803958	enVision MATH: Common Core: En español, Lvl 5	Textbook	Pearson		2015
ELA	Various	Benchmark - Advance - Texts for Close Reading Consumable Textbooks Units 1-10 - Grade 5	10 Booklets	Benchmark		2017
ELA - DI	Various	Benchmark - Adelante - Textos para La Lectura Atenta Units 1-10 - Grade 5	10 Booklets	Benchmark		2017
History	n/a	California Studies Weekly - Grade 5	Newspaper	Studies Weekly		2019
Science	978-1-78916-137-3	Grade 5, Module 1, Student TwigBook: Matter Mysteries Hotline	Workbook	Twig		2020
Science	978-1-78916-138-0	Grade 5, Module 2, Student TwigBook: Yellowstone: Uncovered	Workbook	Twig		2020
Science	978-1-78916-139-7	Grade 5, Module 3, Student TwigBook: H2O Response Team	Workbook	Twig		2020
Science	978-1-78916-140-3	Grade 5, Module 4, Student TwigBook: Galactic Guidebook	Workbook	Twig		2020

Sixth Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780544207004	Go Math: Middle School Grade 6	Textbook	Houghton Mifflin Harcourt	Math 6 CC	2015
ELA	n/a	Amplify ELA/ELD Grade 6 California Edition Digital	Digital Textbook	Amplify Education	English 6	2017
ELA	9781416914075	M. C. Higgins, the Great	Novel	Amplify Education	English 6	2017
ELA	9781671007804	Amplify ELA Grade 6 Anthology	Textbook	Amplify Education	English 6	2017
ELA	None	Amplify ELA Grade 6 Solo Workbook	Consumable Textbook	Amplify Education	English 6	2017
History	9780076755905	Impact California Social Studies - World History and Geography - Ancient Civilizations - Grade 6	Textbook	McGraw-Hill	Studies 6, IBMY History 6	2019
Science	n/a	Amplify Science - Grade 6 - Earth Science - Investigation Notebook	Consumable Textbook	Amplify Education	Science 6, NGSS IBMY Science 6,	2019

Seventh Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780544202610	Go Math: Middle School Grade 7	Consumable Textbook	Houghton Mifflin Harcourt	Math 7 CC	2015
Math	9780544247963	Go Math: Middle School Accelerated Grade 7	Consumable Textbook	Houghton Mifflin Harcourt	Math 7 XL	2015
ELA	n/a	Amplify ELA/ELD Grade 7 California Edition Digital	Digital Textbook	Amplify Education	English 7	2017
ELA	9781620140109	Summer of the Mariposas	Novel	Amplify Education	English 7	2017
ELA	9780679755333	A Raisin in the Sun	Novel	Amplify Education	English 7	2017
ELA	9780000000101	Amplify ELA Grade 7 Anthology	Textbook	Amplify Education	English 7	2017
ELA	9780000000118	Amplify ELA Grade 7 Solo Workbook	Consumable Textbook	Amplify Education	English 7	2017
History	9780076755974	Impact California Social Studies - World History and Geography - Medieval and Early Modern Times	Textbook	McGraw-Hill	Studies 7, IBMY History 7	2019
Science	n/a	Amplify Science - Grade 7 - Life Science - Investigation Notebook	Consumable Textbook	Amplify Education	Science 7, NGSS IBMY Science 7	2019

Eighth Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780544206984	Go Math: Middle School Grade 8	Consumable Textbook	Houghton Mifflin Harcourt	Math 8 CC	2015

ELA	n/a	Amplify ELA/ELD Grade 8 California Edition Digital	Digital Textbook	Amplify Education	English 8	2017
ELA	9780061862977	Gris Grimly's Frankenstein	Novel	Amplify Education	English 8	2017
ELA	9780000000125	Amplify ELA Grade 8 Anthology	Textbook	Amplify Education	English 8	2017
ELA	9780000000132	Amplify ELA Grade 8 Solo Workbook	Consumable Textbook	Amplify Education	English 8	2017
History	9780076755974	Grade 8	Textbook	McGraw-Hill	Social Studies8, IBMY History 8	2019
Science	n/a	Amplify Science - Grade 8 - Physical Science - Investigation Notebook	Textbook	Amplify Education	Science 8, NGSS IBMY Science 8	2019

High School

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780357431948	Calculus for AP	Textbook	Cengage	AP Calculus	2021
Math	978013759231-9	Elementary Statistics: Picturing the World	Textbook	Pearson	Statistics (non AP)	2019
Math	9781936948123	Foundations in Personal Finance	Consumable Textbook	Ramsey Education	Financial Math	2018
Math	978164322147	Big Ideas Integrated Math 1	Textbook	Cengage	Integrated Math 1	2019
Math	978164322529	Big Ideas Integrated Math 2	Textbook	Cengage	Integrated Math 2, 2+	2019
Math	9781644322901	Big Ideas Integrated Math 3	Textbook	Cengage	Integrated Math 2+, 3	2019
Math	9780021400966	Mathematics for Business and Personal Finance	Textbook	McGraw-Hill	Financial Math	2018
Math	9781921972089	Mathematics for the International Student - Mathematics SL	Textbook	Haese Mathematics	IB Math Analysis SL	2017
Math	9781107661738	Mathematics Higher Level for the IB Diploma	Textbook	Cambridge University Press	IB Math Analysis HL	2017
Math	9781107691407	Mathematics Studies Standard Level for the IB Diploma	Textbook	Cambridge University Press	IB Math Applications SL	2017
Math	9781319269296	The Practice of Statistics for the AP Exam	Textbook	Bedford, Freeman, and Worth	AP Statistics	2020
Math	978013742377-4	Precalculus	Textbook	Pearson	Precalculus, Integrated Math 3+	2022
ELA	978-1-4573-0465-1	SpringBoard English Language Arts California - Grade 9	Consumable Textbook	CollegeBoard	4, English I (Transition)	2023
ELA	978-1-4573-0466-8	SpringBoard English Language Arts California - Grade 10	Consumable Textbook	CollegeBoard	5, English II (Transition)	2023
ELA	978-1-4573-0467-5	SpringBoard English Language Arts California - Grade 11	Consumable Textbook	CollegeBoard	English III (Transition)	2023
ELA	978-1-4573-0468-2	SpringBoard English Language Arts California - Senior English	Consumable Textbook	CollegeBoard	English 4, English IV (Transition)	2023
ELA	N/A	ERWC Binder	Printed materials for		Writing (ERWC)	
ELA	9780894108570	Men in the Sun, Ghassan Kanafani (IB Diploma Programme)	Novel	Lynne Rienner Publishers	IB English 1	2023
ELA	978-0375714832	The Complete Persepolis, Marjane Satrapi (IB Diploma Programme)	Novel	Pantheon	IB English 1	2023
ELA	978-0060505592	Paradise of the Blind, Duong Thu Hoang (IB Diploma Programme)	Novel	William Morrow Paperbacks	IB English 1	2023
ELA	9780679720201	The Stranger, Albert Camus (IB Diploma Programme)	Novel	Vintage	IB English 1	2023
ELA	978-0679750154	The Sailor Who Fell From Grace with the Sea, Yukio Mishima (IB Diploma Programme)	Novel	Vintage	IB English 1	2023
ELA	978-0385490818	The Handmaid's Tale, Margaret Atwood (IB Diploma Programme)	Novel	opf Doubleday Publishing Gro	IB English 1	2023
ELA	978-0374531386	Slouching Toward Bethlehem, Joan Didion (IB Diploma Programme)	Novel	Farrar, Straus and Giroux	IB English 2	2023
ELA	978-1883011529	Collected Essays, James Baldwin (IB Diploma Programme)	Novel	Library of America	IB English 2	2023
ELA	9780140481341	Death of a Salesman, Arthur Miller (IB Diploma Programme)	Novel	Penguin Books	IB English 2	2023
ELA	9781319409258	The Language of Composition	Textbook	Bedford, Freeman, and Worth	AP Language and Composition	2023
ELA	9.78132E+12	Literature & Composition	Textbook	Bedford, Freeman, and Worth	AP Literature and Composition	2023
History	9781337090155	The American Pageant - AP Edition	Textbook	Cengage Learning	AP United States History	2017
History	9780076755806	Impact California Social Studies - United States History and Geography - Continuity and Change	Textbook	McGraw-Hill	United States History	2019
History	9780198354895	History of the Americas: 1880 - 1981 (IB Diploma Programme)	Textbook	Oxford University Press	IB History of the Americas	2023
History	9781111841454	A History of Latin America	Textbook	Cengage	IB History of the Americas	2023
History	9780076755769	Impact California Social Studies - World History, Culture and Geography - The Modern World	Textbook	McGraw-Hill	World History	2019
History	9780199736348	The Twentieth-Century World and Beyond: An International History Since 1900, (various editions)	Textbook	Oxford University Press	IB Global Studies	2011
History	9781319022723	Ways of the World a Global History with Sources - For the AP Course	Textbook	Bedford, Freeman, and Worth	AP World History	2018
Government	9780134586571	Government in America People, Politics, and Policy - AP Edition	Textbook	Pearson	AP Government	2018
Government	9780076755639	Principles of American Democracy - Impact California Social Studies	Textbook	McGraw-Hill	Government	2018
Elective	9781609804169	A Different Mirror for Young People: A History of Multicultural America	Textbook	Triangle Square	Ethnic Studies	2023
Elective	979876573003	Our Stories in Our Voices	Textbook	Kendall Hunt	Ethnic Studies	2023
Elective	978-1382004992	Oxford IB Diploma Programme: IB Economics Course Book	Textbook	Oxford University Press	IB Economics	2020
Elective	9781319113278	Krugman's Economics for the AP Course	Textbook	Bedford	AP Microeconomics	2019
Elective	9780393624618	Essentials of Cultural Anthropology: A Toolkit for a Global Age	Textbook	Norton	Cultural Anthropology	2018
Economics	9.78008E+12	Impact California - Principles of Economics	Textbook	McGraw-Hill	Economics	2023
Elective	9781583714263	National Geographic World Cultures and Geography	Textbook	National Geographic	Geography	2017

Elective	9781531129200	AMSCO AP Human Geography	Textbook	Perfection Learning Corp	AP Human Geography	2019
Elective	9781319221638	A History of Western Society	Textbook	Bedford	AP European History	2020
Elective	9780393614091	Principles of Macroeconomics	Textbook	Norton	AP Macroeconomics	2018
Elective	9780076631933	Sociology and You	Textbook	McGraw-Hill	Sociology	2017
Elective	9780314140777	Street Law: A Course in Practical Law	Textbook	Glencoe/McGraw-Hill	Street Law	2001
Elective	9781464113079	Myers' Psychology for AP	Textbook	Bedford, Freeman, and Worth	AP Psychology	2016
Elective	9781429233262	Thinking About Psychology	Textbook	Bedford, Freeman, and Worth	Psychology	2016
Science	9781643058634	CA NGSS 3D HS The Living Earth STEMscopedia	Textbook	Accelerate Learning	Biology: Living Earth (and Honors)	2022
Science	9780135214763	AP Biology: Campbell in Focus	Textbook	Savvas	AP Biology and IB Biology	2021
Science	9780136646099	Campbell Biology: Concepts and Connections, 10th Edition (Mira Loma only)	Textbook	Savvas	Honors MYP Biology	2022
Science	9780983239604	Biotechnology: A Laboratory Skills Course	Textbook	Bio-Rad Laboratories	Biotechnology and Bioethics	2013
Science	vol 2: 9781418306984	CA Experience Chemistry (2 volume consumable student set)	Textbook	Savvas	(and Honors)	2022
Science	9780357867532	Chemistry (AP Edition) 10th edition	Textbook	Cengage	AP Chemistry and IB Chemistry	2021
Science	9780358750437	Hein, Foundations of College Chemistry, Sixteenth Edition	Textbook	Wiley	Honors MYP Chemistry	2022
Science	9781937492137	Pasco Essential Physics	Textbook	Pearson	Honors)	2023
Science	9780134683300	College Physics: Explore and Apply (2019). 2nd edition.	Textbook	Savvas	AP Physics and IB Physics	2021
Science	9781975076511	Physics: High School (Mira Loma Only)	Textbook	OpenStax	Conceptual Physics	2022
Science	9780357865354	Environmental Science: Sustaining your World	Textbook	Cengage	Environmental Science	2022
Science	9780357436325	Exploring Environmental Science for AP Updated	Textbook	Cengage	AP Environmental Science	2021
Science	9780136874034	Human Anatomy and Physiology	Textbook	Savvas	Honors)	2023
Science	9780357543627	Forensic Science: Fundamentals & Investigations	Textbook	Cengage	Forensic Science	2023
Science	9781305633810	Essentials of Physical Anthropology	Textbook	Cengage	Biological Anthropology	2023
Health	9781685840402	Essential Health Skills (2023)	Textbook	Goodheart Wilcox	High School Health	2022

World Language

Subject	ISBN	Title	Type	Publisher		Adopted
Chinese	9781622911332	Integrated Chinese Simplified Characters 1 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 3	2019
Chinese	9781622911325	Integrated Chinese Traditional Characters 1 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 3	2019
Chinese	9781622911394	Integrated Chinese Simplified Characters 2 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 4	2019
Chinese	9781622911387	Integrated Chinese Traditional Characters 2 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 4	2019
Chinese	9781622911592	Integrated Chinese Simplified and Traditional Characters 3 Textbook 4th edition	Textbook	Cheng and Tsui	IB Chinese 1	2019
Chinese	9781622911509	Integrated Chinese Simplified and Traditional Characters 4 Textbook 4th edition	Textbook	Cheng and Tsui	IB Chinese 2 SL, HL	2019
Chinese	9780887274350	Masterwork's Chinese Companion	Textbook	Cheng and Tsui	IB Chinese 2 HL	2019
Chinese	9781876739065	Nǐ Hǎo 1 - Chinese Language Course Introductory Level	Textbook	Cheng and Tsui	MYP Chinese 1	2019
Chinese	9780887273636	Nǐ Hǎo 1 - Textbook an Introduction to Chinese Introductory Level - Traditional Character Edition	Textbook	Cheng and Tsui	MYP Chinese 1	2019
Chinese	9781876739485	Nǐ Hǎo 2 - Chinese Language Course Elementary Level	Textbook	Cheng and Tsui	MYP Chinese 2	2019
Chinese	9780887274855	Nǐ Hǎo 2 - Textbook Elementary Level - Traditional Character Edition	Textbook	Cheng and Tsui	MYP Chinese 2	2019
French	9781938026874	Thèmes	Textbook	Vista Higher Learning	AP French Language	2023
French	9780547871790	Chemins 1	Textbook	Vista Higher Learning	French 1	2023
French	9780547871677	Chemins 2	Textbook	Vista Higher Learning	French 2	2023
French	9780547871691	Chemins 3	Textbook	Vista Higher Learning	French 3	2023
French	9781447980599	Chemins 4	Textbook	Vista Higher Learning	French 4	2023
French	9780198390060	IB Prepared: French B	Textbook	Oxford University Press	IB French 1, 2	2023
Japanese	9781622910564	Adventures in Japanese 1	Textbook	Cheng and Tsui	Japanese 1	2018
Japanese	9781622910663	Adventures in Japanese 2	Textbook	Cheng and Tsui	Japanese 2, IB Japanese 1	2018
Japanese	9781622910700	Adventures in Japanese 3	Textbook	Cheng and Tsui	Japanese 3, IB Japanese 2	2018
Japanese	9781622911950	できる！ - Dekiru! An AP Japanese Preparation Course	Textbook	Cheng and Tsui	1, 2	2018
Spanish	9781533838865	Qué Chévere 1	Textbook	Carnegie Learning	Spanish 1	2020
Spanish	9781533838889	Qué Chévere 2	Textbook	Carnegie Learning	Spanish 2	2020
Spanish	9780133693744	Encuentros Maravillosos	Textbook	Pearson	IB Spanish 1, 2	2017
Spanish	9781533838902	Qué Chévere 3	Textbook	Carnegie Learning	Spanish 3	2020
Spanish	9781533849878	Qué Chévere 4	Textbook	Carnegie Learning	Spanish 4	2020
Spanish	9781618572226	Temas	Textbook	Vista Higher Learning	2	2017

Spanish	9781942400318	Aluzejo	Textbook	Wayside	AP Spanish Literature	2020
Spanish	9780357426081	El Mundo Hispano 21 - español para el siglo 21 - Curso Intermedio	Textbook	Cengage Learning	Spanish for Heritage Learners 2, 3	2019
Sign Language	9781881133209	Master ASL! - Level One	Textbook	Sign Media Inc.	American Sign Language 1, 2	2018
Sign Language	9781882872992	ASL Grammatical Aspects Guide	Textbook	Sign Enhancers Inc.	American Sign Language 3, 4	2019

Textbook and Instructional Materials Sufficiency

Sufficiency of textbooks and instructional materials at all school sites is maintained through Business Support Services. All school sites utilize the Follett system to manage and track their textbook assets. This system has the ability to check out textbooks, facilitate the Williams reporting process, and view textbook inventory (site and district-wide). All textbook requests are placed through the Follett system and fulfilled through the central process at the district textbook warehouse. If the textbook is not available in the textbook warehouse, unused copies are located at another school site through the Follett system by comparing class enrollment to the site inventory of the associated textbook. Minimal quantities of textbooks are kept in stock in the warehouse.

Charter schools are not required to participate in the Williams requirements.

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: **G-4**

MEETING DATE: **09/26/2023**

SUBJECT: Public Hearing: Conveyance of Easement at Casa Roble Fundamental High School to the Citrus Heights Water District

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board call a public hearing to solicit public comment and adopt Resolution No. 4098, declaring the conveyance of a permanent easement at Casa Roble Fundamental High School to the Citrus Heights Water District.

RATIONALE/BACKGROUND:

The Citrus Heights Water District is requesting the granting of a permanent utility easement at Casa Roble Fundamental High School, on a portion of APN# 227-0131-001-0000 and 227-0131-002-0000, for the purposes of re-constructing and maintaining and/or repairing water pipelines together with any and all related appurtenances.

ATTACHMENT(S):

- A: Resolution No. 4098
B: Grant of Easement Documentation and Legal Description
C: Aerial Exhibit

PREVIOUS STAFF/BOARD ACTION:

Board of Education: 09/12/2023
Superintendent's Cabinet: 09/05/2023, 09/18/2023

FISCAL IMPACT:

Current Budget: \$N/A
Additional Budget: \$N/A
Funding Source: N/A
(Unrestricted Base, Supplemental, other restricted, etc.)
Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A
Action: N/A

Strategic Plan: N/A

PREPARED BY: Frank Camarda, Chief Operations Officer 

APPROVED BY: Melissa Bassanelli, Superintendent of Schools 

RESOLUTION NO. 4098

**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

**RESOLUTION CONVEYING EASEMENT IN REAL PROPERTY TO THE
CITRUS HEIGHTS WATER DISTRICT**

WHEREAS, San Juan Unified School District (“District”) owns real property located at 9151 Oak Avenue, Orangevale, California, in the County of Sacramento, State of California, bearing Assessor’s Parcel Numbers (APN 227-0131-001-0000 and 227-0131-002-0000) and commonly known as Casa Roble Fundamental High School;

WHEREAS, Citrus Heights Water District (“CHWD”) has requested that the District convey to CHWD, a Public Facilities Easement (“Easement”) for water utility purposes, over an area real property on APN 227-0131-001-0000 and 227-0131-002-0000, as generally described and depicted in Attachment B (“Easement Area”);

WHEREAS, the purpose of the Easement is for the CHWD to construct, maintain, and operate certain water utility infrastructure; and

WHEREAS, the Easements are not now and will not at the time of delivery of possession to County be needed exclusively for classroom or other purposes by the District; and

WHEREAS, it is in the best interest of the District to transfer the Easement to the CHWD in that the CHWD will maintain the public utility improvements; and

WHEREAS, pursuant to Education Code section 17557, et seq., the District adopted a Resolution of Intention to Convey Easements at its meeting of September 12, 2023, published and posted such Resolution as prescribed, and thereafter held a public hearing on such conveyance on September 26, 2023; and

WHEREAS, no written protests were filed in connection with the proposed conveyance of said Easement.

NOW, THEREFORE, the San Juan Unified School District Board of Education does hereby resolve as follows:

Section 1 Recitals. The foregoing recitals are hereby adopted as true and correct.

Section 2 Conveyance of Easement. Pursuant to Education Code sections 17556, et seq., the District hereby conveys to the CHWD the above-described Easement for so long as such Easements are used for the aforesaid purposes. Whenever the Easement is no longer used aforesaid purpose, the interest hereby conveyed shall automatically revert to the District or its successors.

Section 3 Execution of Easement Deed. The Secretary of Board of Education of the District is hereby authorized to execute an easement deed or deeds for the conveyance of the Easement to CHWD on behalf of the District, subject to such changes to the terms of the easement deed or deeds as may be necessary or appropriate to carry out the provisions of this authorizing Resolution.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on September 26, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAN JUAN UNIFIED SCHOOL DISTRICT

By: _____

Zima President, President
Board of Education
San Juan Unified School District

ATTESTED TO:

By: _____

Saul Hernandez, Clerk
Board of Education
San Juan Unified School District

RECORDED AT THE REQUEST OF
AND RETURN TO:

CITRUS HEIGHTS WATER DISTRICT
P.O. BOX 286
CITRUS HEIGHTS, CA 95611-0286

COUNTY APN: 227-0131-001-0000
227-0131-002-0000
LOCATION: 9048 Peerless Avenue,
7545 Granite Avenue,
Casa Roble High School

EXEMPT FROM TRANSFER TAX
(Revenue and Taxation Code Section 11922)

Space above for Recorder's use only

NO FEE FOR RECORDING
(Government Code Section 27383)

GRANT OF EASEMENT
TO
CITRUS HEIGHTS WATER DISTRICT

San Juan Unified School District, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant to CITRUS HEIGHTS WATER DISTRICT, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code (the "District" or "Grantee"), a right-of-way and non-exclusive easement to reconstruct, operate, maintain and/or repair water pipelines together with any and all appurtenances appertaining thereto; together with the perpetual right of ingress thereto and egress there from for the purpose of exercising and performing all of the rights and privileges granted herein; said pipelines and appurtenances to be of such size(s) and character as the grantee may determine, on, over, across and under all that certain real property (the "Easement Area"), situated in the County of Sacramento, State of California particularly described as follows:

See Exhibit A and Exhibit B Attached

1. Grant. Grantor grants to District a non-exclusive easement for the purposes listed below, on, under and across the Easement Area as described and depicted in Exhibit "A" and Exhibit "B".
2. Restrictions. Use of this easement by the Grantor or by the Grantor's assignees or successors in interest, which is not compatible or interferes with the District's reconstruction, operation, maintenance or repair of the water pipelines and appurtenances, shall not be allowed. The District acknowledges and agrees that Grantor and Grantor's assignees or successors in interest shall, at all times, be allowed to utilize the easement as an outdoor open space, including any hardscaped or landscaped area, and shall be permitted to maintain these improvements in a manner compatible with such uses on the easement, provided that such use won't interfere with the District's full enjoyment of the Easement

Area and the rights hereby granted. Any other proposed use by the Grantor or by the Grantor's assignees or successors in interest shall be requested in writing and subject to written approval by the District prior to the proposed construction or use of the easement by the Grantor. The Grantor, at the Grantor's sole expense, shall remove in a timely manner any use not specified and acknowledged above or approved in writing by the District. Should the District find it necessary to remove any part or all of the acknowledged or approved improvements of Grantor or Grantor's assignees or successors in interest for the purpose of constructing or maintaining its water pipelines and appurtenances at any time, pursuant to the District's rights granted herein, the District shall be liable for all costs of removal of any such areas or other improvements and shall be responsible for the repair and restoration of such areas to the condition such areas were in prior to District's removal of any such improvements.

3. Duration, Successors and Assigns with the Land. This Agreement shall be binding upon the Grantor, and assigns or successors in interest to the Property described above in perpetuity and shall not expire. This Agreement and terms, conditions and restrictions shall run with the land and be binding on the assigns and successors of the Grantor in the manner provided for herein so long as the easement is used for the purpose set forth in Section 3, above.
4. Governing Law. Any action at law or in equity brought by either of the Parties hereto to enforce rights provided by this Grant of Easement shall be tried in a court of competent jurisdiction in the County of Sacramento, State of California, and the Parties hereto waive all provisions of law providing for a change of venue to any other county.

[Signatures on following page]

In witness thereof, Grantors have hereunto subscribed their names this _____ day of _____, _____.

San Juan Unified School District

Frank Camarda, Chief Operations Officer

EXHIBIT 'A'
Varying Width Waterline Easement
APN's: 227-0131-001 & 002

Legal Description

EASEMENT 1

The South 15.00 feet of the North 35.00 feet of Lot 79 as on the official "Map of Cardwell Colony", filed for record in Book 3 of Maps, map No. 13, Official Records of Sacramento County, State of California.

EXCEPTING THEREFROM any portion of said Lot 79 lying within the public right of way of Granite Avenue, a public avenue.

Containing 9,679 sq.ft., more or less.

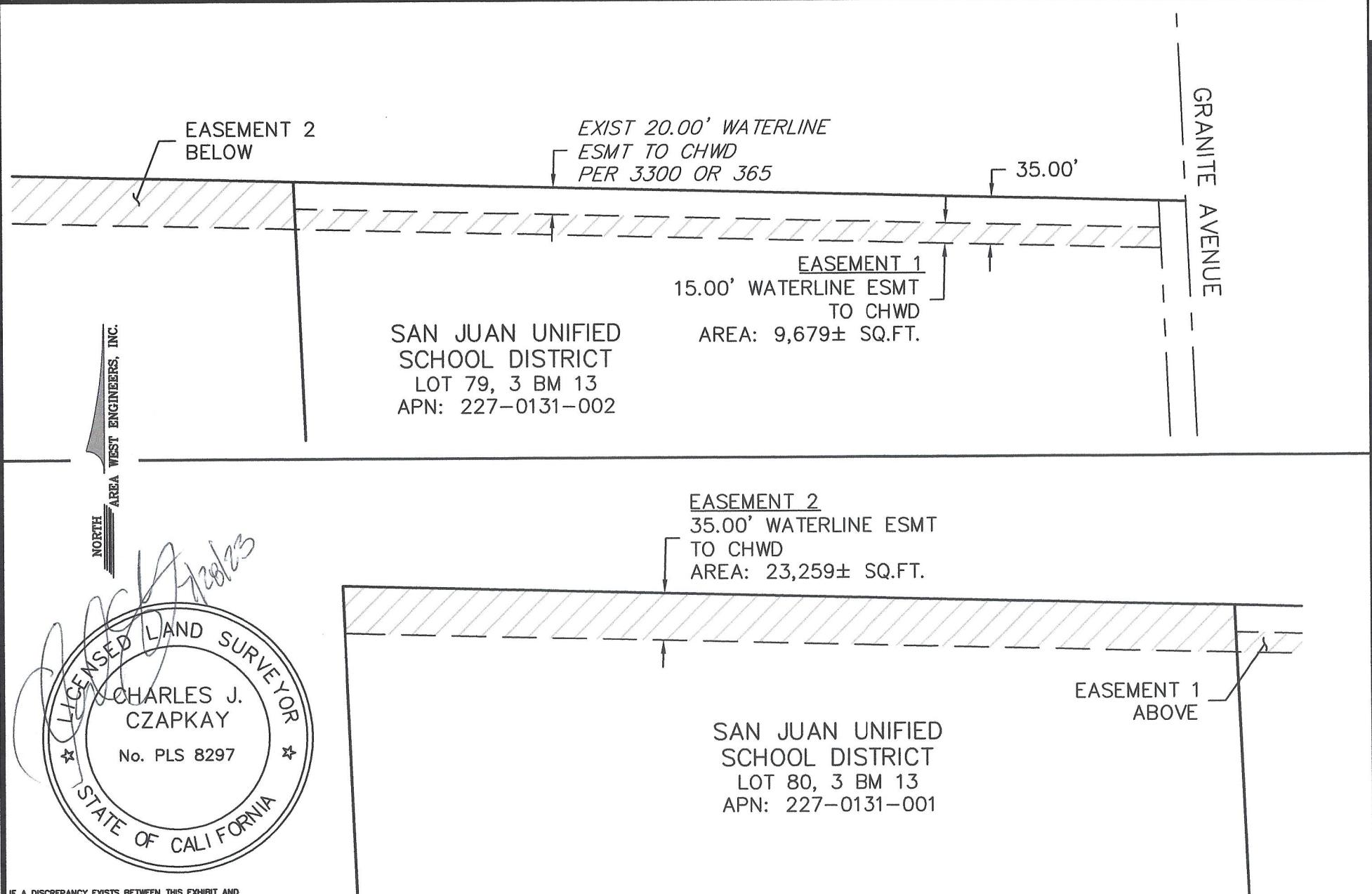
EASEMENT 2

The North 35.00 feet of Lot 80 as on the official "Map of Cardwell Colony", filed for record in Book 3 of Maps, map No. 13, Official Records of Sacramento County, State of California.

Containing 23,259 sq.ft., more or less.

End description.





IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND
THE ASSOCIATED DESCRIPTION, THE DESCRIPTION
HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

awe
area west engineers, inc.
ENGINEERING - SURVEYING - PLANNING
7478 SANDALWOOD DRIVE, SUITE 400
CITRUS HEIGHTS, CA 95621
(916) 725-5551 (916) 725-5808 (FAX)
AWE@AREAWESTENG.COM

EXHIBIT 'B'
VARYING WIDTH WATERLINE EASEMENT
APN's: 227-0131-001 & 002
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

SCALE	23020
HORIZ.: 1" = 100'	
VERT.: NONE	
DATE: JULY, 2023	1 OF 1

Google Maps

Easement Location



Imagery ©2023 Google, Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 200 ft

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2023-2024**

OCTOBER 10

- | | |
|---|-----------|
| Proposition 28: The Arts and Music in Schools Funding Guarantee and Accountability Act Plan – R | Slavensky |
| Arts, Music, Instructional Media Block Grant – A | Slavensky |
| Special Education Inclusive Practices – R | Calvin |
| Variable Term Waivers – A | Toto |
| Assignment of Teachers Outside Regular Base Credential – A | Toto |
| Provisional Internship Permits – A | Toto |

OCTOBER 24

- | | |
|--|-----------------|
| Recognition: School Psychology Awareness Week (Nov. 6-10) – A | Calvin |
| 2022-2023 End of Year Data Summary – R | Slavensky |
| Public Hearing: Proposed Fee Increase for Fee-Based ECE Programs – D | Townsend-Snider |
| Williams Complaint Report – R | Gaddis |

NOVEMBER 14

- | | |
|---|-----------------|
| Family and Community Engagement Update – R | Allen |
| Learning Recovery Emergency Block Grant – R | Slavensky |
| Proposed Fee Increase for Fee-Based ECE Programs – A [Discussed 10/24/23] | Townsend-Snider |
| Set Annual Organizational Meeting – A | Board |

DECEMBER 12

- | | |
|--|-----------------|
| <i>Board Reception/Swearing-In (before board meeting)</i> | |
| Annual Organizational Meeting – A | Board |
| Innovative School Update – R | Townsend-Snider |
| 2022-2023 Audit Report – A | Stahlheber |
| 2023-2024 First Interim & Budget/Financial Status Report – A | Stahlheber |
| *Minimum Wage Increase (Short Term, Temporary) – A | Toto |

JANUARY 9

- | | |
|--|-----------------|
| Workshop: The Brown Act, Board Governance, Governance Handbook – D | Gaddis |
| Universal Prekindergarten Planning and Implementation Update – R | Townsend-Snider |
| Williams Complaint Report – R | Gaddis |
| Annual Policy Review – D | Gaddis |

- BP 3430 Investing and Debt Management
- BP 5116.1 Intradistrict Open Enrollment
- BP 6145 Extracurricular/Cocurricular Activities
- BP 6020 Parent Involvement

- | | |
|---|------------|
| *Resolution: Emergency Contracting – A | Stahlheber |
| *Resolution: Authorized Signature - Power to Contract on Behalf of the District – A | Stahlheber |
| *Resolution: Delegating Signature Authorization to the Superintendent – A | Stahlheber |

JANUARY 23

- | | |
|---|---------|
| Recognition: 2024 Classified Employees of the Year – A | Toto |
| Recognition: National School Counseling Week (Feb. 5-9) – A | Schnepf |
| Bond Program Update – R | Camarda |
| Government Affairs (Legislative) Update – R | Thigpen |
| *Annual Policy Review – A [Discussed 01/09/24] | Gaddis |
| BP 3430 Investing and Debt Management | |
| BP 5116.1 Intradistrict Open Enrollment | |
| BP 6145 Extracurricular/Cocurricular Activities | |
| BP 6020 Parent Involvement | |

*School Accountability Report Cards (SARCs) – A
*LCAP Federal Addendum Annual Revision – A
*Continued Funding Application CSPP & CCTR – A
*Early Head Start/Head Start Year 1 Budget Mod/Carryover Funds – A
*Resolution: Federal Surplus Property participation renewal – A

Slavensky
Calvin
Townsend-Snider
Townsend-Snider
Stahlheber

FEBRUARY 13

Public Hearing: Camp Winthers Fee Increase – D
Mid-Year LCAP Update 2023-2024 – R
Choices Charter School Mid-Year LCAP Update 2023-2024 – R
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated ECE) – D
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – D
Notice of Intent to Reduce Classified Positions – D
*EHS/HS Year 2 Budget Carryover Funds – A

Schnepf
Slavensky
Ginter
Toto
Toto
Toto
Toto
Townsend-Snider

FEBRUARY 27

Recognition: Arts Education Month (March) – A
Recognition: National School Social Work Week (Mar. 3-9) – A
Instructional Materials Update – R
Second Interim Budget Report – R
Camp Winthers Fee Increase – A [Discussed 02/13/24]
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/13/24]
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/13/24]
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – A [Discussed 02/13/24]
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/13/24]
2024 CSBA Delegate Assembly Election – A

Slavensky
Calvin
Slavensky
Stahlheber
Schnepf
Toto
Toto
Toto
Toto
Board

MARCH 19 (*3rd Tuesday*)

Elevating Youth Voice – R
District K-12 Mathematics Update – R
Nutrition Services Update – R
*Resolution: Election Order – A
*2024-2025 Transportation Plan – A
*Head Start and Early Head Start Grant Application 2022-2023 – A
*Audit Report for Measures J, N, P and S – A

Calvin
Slavensky
Camarda
Board
Camarda
Townsend-Snider
Stahlheber

APRIL 9

Recognition: Week of the Young Child (Apr. 1-5) – A
Recognition: School Bus Driver's Appreciation Day (Apr. 23) – A
Instructional Materials Adoptions – D
New High School Courses – D
Williams Complaint Report – R
Proposed Board Meeting Dates for 2024-2025 – A

Townsend-Snider
Toto
Slavensky
Slavensky
Gaddis
Board

APRIL 23

Recognition: California Day of the Teacher (May 8) – A
Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 8) – A
Expanded Learning Opportunities Update (Secondary) – R
Technology Update – R
Safety and Safe Schools Update – R
*Instructional Materials Adoptions – A [Discussed 04/09/24]
*New High School Courses – A [Discussed 04/09/24]

Toto
Calvin
Schnepf
Skibitzki
Allen
Slavensky
Slavensky

MAY 14

Recognition: National Speech Pathologist Day (May 18) – A

Calvin

Recognition: Classified School Employee Week (May 19-25) – A
English Learner Update – R
Expanded Learning Opportunities Update (Elementary) – R
Hearing Officer's Recommendation-2024 RIF (if applicable) – A
*Approval of CTE 2024 Advisory Committee Roster – A
*Head Start/Early Head Start COLA Funding Allocation 2024-2025 – A
*Resolution: CSPP Continued Funding Application Designated Personnel 2024-2025 – A

Toto
Calvin
Townsend-Snider
Gaddis
Schnepf
Townsend-Snider
Townsend-Snider

MAY 28

Recognition: National Science Bowl (if applicable) – A
Recognition: Science Olympiad (if applicable) – A
Recognition: Academic Decathlon (if applicable) – A
Expanded Learning Opportunities Program (ELO-P) Update – R
Early Childhood Education Update – R
*Head Start/Early Head Start Contract Resolution FY 2024-2025 – A

Schnepf
Schnepf
Schnepf
Calvin
Townsend-Snider
Townsend-Snider

JUNE 11

Public Hearing: LCAP – D
Public Hearing: LCAP/Choices Charter School – D
Early Literacy Support Block Grant Annual Report – R
Public Hearing: Adoption of the 2024-2025 Budget – D
Temporary Interfund Borrowing of Cash – A
*CIF Superintendent Designation of Representatives 2024-2025 – A
*ECE Program Self-Evaluation for CDE – A

Slavensky
Ginter
Townsend-Snider
Stahlheber
Stahlheber
Schnepf
Townsend-Snider

JUNE 25

California School Dashboard Local Indicators – R
LCAP – A [Public Hearing 06/11/24]
Choices Charter School California School Dashboard Local Indicators – R
LCAP Choices Charter School – A [Public Hearing 06/11/24]
Adoption of the 2024-2025 Budget – A [Public Hearing 06/11/24]
*2023-2024 Actuarial Report (OPEB) – A
*Charter School 2022-2023 Audit Reports (AAT, CMP, GIS, GV, OFY, VIE) – A
*2024-2025 School Plan for Student Achievement (SPSAs) – A

Slavensky
Slavensky
Ginter
Ginter
Stahlheber
Stahlheber
Stahlheber
Calvin

D=discussion; A=action; *=consent; R=report; PC=public comment