



San Juan
Unified School District

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

Michael McKibbin, Ed.D., President
Zima Creason, Vice President
Pam Costa, Clerk
Saul Hernandez, Member
Paula Villescaz, 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 May 10, 2022

A. OPEN SESSION/CALL TO ORDER/ANNOUNCEMENT OF CLOSED SESSION TOPICS – 5:00 p.m.

1. Visitor Comments (for closed session agenda items only)
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.

B. CLOSED SESSION – 5:00 p.m.

1. Conference with Legal Counsel – Existing Litigation pursuant to Government Code section 54956.9(d)(1).
 - a. Name of Case: Magali Kincaid, Benito Juarez Neighborhood Association, Neighborhood Elections Now, Juan Yniguez, Carolina Flores, Damaris Canton v. San Juan Unified School District, Complaint for Violation of the California Voting Rights Act and in the Alternative, For Violation of the Voting Rights Act of 1965 and the California Constitution, Sacramento Superior Court Case No. 34-2020-00286475.
 - b. Name of Case: Carolina Flores, Neighborhood Elections Now, Petitioners, vs. San Juan Unified School District, Paula Villescaz, in her official capacity of Board President, Respondents, Verified Petition for Writ of Mandate Pursuant to the First Amendment, the California Constitution, California Public Records Act, and the Ralph M. Brown Act; and Complaint for Declaratory and Injunctive Relief, Sacramento Superior Court Case No. 34-2021-80003644-CU-WM-GDS.
2. Student expulsions in six cases (Education Code section 48918[f]).
3. Collective bargaining matters – discussion with negotiator Daniel Thigpen, Senior Director, Labor Relations, 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).

C. RECONVENE OPEN SESSION/PLEDGE OF ALLEGIANCE – 6:30 p.m.

D. APPROVAL OF THE MINUTES – April 19, 2022, regular meeting, pages 2426-2428.

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

1. Recognitions

a. California Day of the Teacher

Action: Adoption of Resolution No. A-415 proclaiming May 11 as California Day of the Teacher.

(Oropallo)

b. Classified School Employee Week

Action: Adoption of Resolution No. A-416 proclaiming May 15-21 as Classified School Employee Week.

(Oropallo)

2. High School Student Council Reports

3. Staff Reports

4. Board-appointed/District Committees

5. Employee Organizations

6. Other District Organizations

7. Closed Session/Expulsion Actions (Government Code section 54957.1)

F. 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.

G. CONSENT CALENDAR – G-1/G-10 – 7:20 p.m.

Action: The administration recommends that the consent calendar, G-1 through G-10, 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, separations, job description/salary range change and charter school personnel actions.

2. *Purchasing Report – purchase orders and service agreements, change orders, construction and public works bids, piggyback contracts and zero-dollar contract.

3. *Business/Financial Report – notices of completion and warrants and payroll.

4. Acceptance of the following gifts: (# = donor's estimate)

Bella Vista High School: from Dave and Maggie Cox Scholarship Fund c/o Sacramento Region Community Foundation – for \$3,000 scholarship for four Class of 2022 recipients: \$12,000.

Cambridge Heights Elementary School: from Cambridge Heights Parent Faculty Club – for Sierra Nevada Journeys fifth grade field trip: \$897.

Camp Winthers: from Paul Krumhaus: \$1,000; from Reggie Holt: \$50.

Casa Roble Fundamental High School: from Casa Roble Booster Program – for 2017 Honda all-terrain vehicle for baseball: \$7,000(#).

Mesa Verde High School: from Ken Edwards – for two vaulting poles for Track & Field: \$1,500.

5. *Approval of the 2022 Career Technical Education Advisory Committee Roster.

6. *Approval of the Head Start and Early Head Start Cost-of-Living Adjustment and Quality Improvement for 2022-2023.

7. *Adoption of Resolution No. 4018 approving the California State Preschool Program Continued Funding Application for 2022-2023.

8. *Approval of the third amendment to the facility lease agreement between SJUSD and Choices Charter School at the Billy Mitchell campus effective for the 2022-2023 school year.

9. *Approval of the site license agreement between New Cingular Wireless PCS, LLC for the cell tower site located at 6135 Sutter Avenue, Carmichael, California 95608 (Maintenance and Operations) effective May 1, 2022.

10. *Adoption of Resolution No. 4019 awarding the lease-leaseback contract for Arcade Fundamental Middle School to Clark & Sullivan Builders Inc. dba Clark/Sullivan Construction, pursuant to Education Code section 17406.

*Material provided.

H. CONSENT CALENDAR (continued, if necessary)

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

I. BUSINESS ITEMS

- 1. Career Technical Education Update – 7:25 p.m.** (Schnepf)
Material provided.

Report: regarding an update on the district's Career Technical Education programs.
- 2. A-G Completion Improvement Grant Plan – 7:45 p.m.** (Schnepf)
Material provided.

Report: regarding the A-G Completion Improvement Grant Plan.
- 3. Proposed Revisions to Board Policy 5111 Admission – 8:00 p.m.** (Ginter)
Material provided.

Discussion: regarding proposed revisions to Board Policy 5111 Admission. Action anticipated: 05/24/2022.
- 4. Proposed Revisions to Board Policy 0420.42 Charter School Renewal – 8:05 p.m.** (Ginter)
Material provided.

Discussion: regarding proposed revisions to Board Policy 0420.42 Charter School Renewal. Action anticipated: 05/24/2022.
- 5. Proposed Revisions to Board Policy 3300 Expenditures and Purchases – 8:10 p.m.** (Stahlheber)
Material provided.

Discussion: regarding proposed revisions to Board Policy 3300 Expenditures and Purchases. Action anticipated: 05/24/2022.
- 6. Proposed Revisions to Board Policy 3311 Bids – 8:15 p.m.** (Stahlheber)
Material provided.

Discussion: regarding proposed revisions to Board Policy 3311 Bids. Action anticipated: 05/24/2022.
- 7. Newly Proposed Board Policy 3311.1 Uniform Public Construction Cost Accounting Procedures – 8:20 p.m.** (Stahlheber)
Material provided.

Discussion: regarding newly proposed Board Policy 3311.1 Uniform Public Construction Cost Accounting Procedures. Action anticipated: 05/24/2022.
- 8. Proposed Revisions to Board Policy 3312 Contracts – 8:25 p.m.** (Stahlheber)
Material provided.

Discussion: regarding proposed revisions to Board Policy 3312 Contracts. Action anticipated: 05/24/2022.
- 9. San Juan Supervisors Association Proposal for Successor Contract 2022-2023 – 8:30 p.m.** (Thigpen)
Material provided. (Discussed: 04/19/2022)

Public Comment: regarding the bargaining interests of the San Juan Supervisors Association.
- 10. San Juan Professional Educators Coalition Proposal for Successor Contract 2022-2023 – 8:35 p.m.** (Thigpen)
Material provided. (Discussed: 04/19/2022)

Public Comment: regarding the bargaining interests of the San Juan Professional Educators Coalition.

11. Presentation of the California School Employees Association Proposal for Successor

Contract 2022-2023 – 8:40 p.m.

Material provided.

(Thigpen)

Discussion: regarding the bargaining interests of the California School Employees Association (CSEA) Chapter 127. Public comment: 05/24/2022.

12. Williams Complaint Report – 8:45 p.m.

Material provided.

(Simlick)

Report: regarding the status of Williams-type complaints filed with the district per Education Code section 35186(d), which requires each school district to publicly report, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints.

J. BOARD REPORTS – 8:50 p.m.

K. FUTURE AGENDA – 8:55 p.m.

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

B. CLOSED SESSION (continued, if necessary)

Announcement of topics/announcement of actions.

L. ADJOURNMENT – 9:00 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.



D
05/10/2022

San Juan
Unified School District

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

Board of Education Minutes
April 19, 2022

Regular Meeting
Board of Education
5:45 p.m.

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

The April 19 regular meeting was called to order by the president, Dr. Michael McKibbin. The board meeting was held in person and also livestreamed on the district's YouTube channel.

Roll Call

Present:
Michael McKibbin, Ed.D., president
Zima Creason, vice president
Pam Costa, clerk
Saul Hernandez, member
Paula Villescaz, 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 expulsion in one case (Education Code section 48918[f]) and to discuss with negotiator Daniel Thigpen, Senior Director, Labor Relations, 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 Dr. Michael McKibbin. Three members of the Casa Roble Fundamental High School Air Force Jr. ROTC led the group in the Pledge of Allegiance.

Minutes Approved (D)

It was moved by Ms. Villescaz, seconded by Ms. Creason, that the minutes of the April 5 regular meeting be approved. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Recognition: California School Bus Driver's Appreciation Day (E-1a)

It was moved by Ms. Costa, seconded by Ms. Villescaz, to adopt Resolution No. A-414 proclaiming April 26 as California School Bus Driver's Appreciation Day. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Recognition: National Nurses Week and National School Nurse Day (E-1b)

It was moved by Ms. Creason, seconded by Ms. Costa, to adopt Resolution No. A-413 proclaiming May 6-12 as National Nurses Week and May 11 as National School Nurse Day. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

High School Student Council Reports (E-2)

High School Student Council representatives Nayeli Reyes Guerrero from El Camino Fundamental High School and Mel Somvang and Justin Orozco Ramirez from Encina Preparatory High School updated the board on the goals, activities and achievements at their respective schools.

Closed Session/Expulsion Actions (E-7)

Ms. Costa reported that the board voted unanimously to accept as written one stipulated expulsion in case number M-31.

Visitor Comments (F)

Jeffrey Perrine shared statistics and posed questions related to student success.

Michael Huang shared information about his background and he encouraged continued education of students.

Marina Gabel expressed support for two political candidates and opposition to the COVID vaccine.

Carolina Flores, after she gave comments in Spanish, spoke about representation and the California Voting Rights Act.

Juan Yniguez spoke about the California Voting Rights Act and the existing litigation.

Magali Kincaid commented on the existing litigation related to the California Voting Rights Act.

Consent Calendar Approved (G-1/G-10)

It was moved by Mr. Hernandez, seconded by Ms. Costa, that the consent calendar items G-1 through G-10 be approved. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Personnel (G-1)

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

Purchasing Report (G-2)

Change orders, construction and public works bids, piggyback contracts and zero-dollar contract – approved as submitted.

Gifts (G-3)

Acceptance of gifts to Casa Roble Fundamental High School, El Camino Fundamental High School and Encina Preparatory High School.

Audit Reports (G-4)

Acceptance of the 2020-2021 audit reports for Measures J, N, P and S as prepared by Gilbert Associates Inc.

Instructional Materials Adoptions (G-5)

Approval of Report IIs related to the new instructional materials adoptions for Science and Health: Biology: The Living Earth and Honors Biology: The Living Earth; Chemistry in the Earth System and Honors Chemistry in the Earth System; High School Health; Environmental Science; Middle Years Programme (MYP) Honors Biology, Honors Chemistry, Honors Physics and Conceptual Physics; and World Language: Spanish 1-4. (Discussed: 04/05/2022)

New High School Courses (G-6)

Approval of the following new high school courses for 2022-2023: Environmental Science, Mural Design and College and Career Readiness. (Discussed: 04/05/2022)

Guest Teacher Summer School Salary Schedule (G-7)

Approval of the proposed changes to the guest teacher salary schedule for summer school.

Resolution No. 4014: Del Campo High School Design-Build Contract Amendment No. 6 (G-8)

Adoption of Resolution No. 4014 approving the sixth amendment to the design-build contract for the Del Campo High School new science/media commons building project no. 207-9512-N1 and CTE modernization project nos. 207-9495-N1, 207-9495-N2 and 207-9495-N3 between San Juan Unified School District and XL Construction Corporation.

Resolution No. 4015: Rio Americano High School Site Lease and Facilities Lease Amendments (G-9)

Adoption of Resolution No. 4015 approving the first amendment to the site lease and second amendment to the facilities lease for the Rio Americano High School CTE modernization project no. 208-9495-P1, Health Science project no. 208-

9495-P2 and Manufacturing and Product Development project no. 208-9495-P3, between San Juan Unified and CORE Construction Inc. dba CORE Construction Management.

Resolution No. 4016: Contract Award for Katherine Johnson Middle School (G-10)

Adoption of Resolution No. 4016 awarding the lease-leaseback contract for Katherine Johnson Middle School to Flint Builders, Inc., pursuant to Education Code section 17406.

San Juan Education Foundation Update (I-1)

San Juan Education Foundation (SJEF) Executive Director Colleen Cadwallader and SJEF Board Chair Robert Gutowsky gave a presentation on the current efforts of the Foundation, which raises and spends philanthropic dollars to support learning and enrichment needs in San Juan Unified schools and programs. Ms. Cadwallader provided details about SJEF's fundraising events which includes two signature events, the Big Day of Giving and special campaigns. Ms. Cadwallader also explained how funds are distributed through the Foundation's direct-to-teacher/school grant programs, scholarships and special campaigns, citing examples of each. Ms. Cadwallader also discussed the importance of partnerships and the role they play in conjunction with the Foundation. Mr. Gutowsky spoke about the number of schools represented by the grant awardees. Board members thanked SJEF for its efforts and thanked Ms. Cadwallader for her leadership.

Technology Update (I-2)

Senior Director of Technology Peter Skibitzki provided an overview of the different functions and projects within the Technology Services department, noting the dedicated work of department staff. Mr. Skibitzki spoke about lessons learned during the COVID-19 pandemic, and he also discussed several technology solutions that were enacted in order to support students and staff during distance learning, such as upgrades to the district portal and changes to the technology support delivery model. Mr. Skibitzki also shared information about the implementation of multi-factor authentication, cyber security training and network and infrastructure upgrades. Mr. Skibitzki also discussed initiatives in the Technology Services department that are planned for 2022-2023. Board members made comments and posed questions, which Mr. Skibitzki addressed.

Presentation of the San Juan Supervisors Association Proposal for Successor Contract 2022-2023 (I-3)

Senior Director of Labor Relations Daniel Thigpen presented the item for discussion. There being no questions from the board, the item was scheduled for public comment on May 10.

Presentation of San Juan Professional Educators Coalition Proposal for Successor Contract 2022-2023 (I-4)

Senior Director of Labor Relations Daniel Thigpen presented the item for discussion. There being no questions from the board, the item was scheduled for public comment on May 10.

Board Reports (J)

Ms. Creason reported that she visited Katherine Johnson Middle School and Casa Roble Fundamental High School, and she said she was excited that field trips are happening again.

Dr. McKibbin shared that he visited Cambridge Heights Elementary School, Northridge Elementary School and Earl LeGette Elementary School.

Future Agenda (K)

Mr. Hernandez requested an item be added regarding cell tower negotiations.

Visitor Comments (L)

There were no general visitor comments.

Adjournment (M)

At 8:05 p.m., there being no further business, the regular meeting was adjourned.

Michael McKibbin, Ed.D., President

Kent Kern, Executive Secretary

Approved: _____
:sc

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

AGENDA ITEM: E-1(a)

MEETING DATE: 05/10/2022

SUBJECT: California Day of the Teacher

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-415 proclaiming May 11, 2022, as the California Day of the Teacher.

RATIONALE/BACKGROUND:

Annually, our district recognizes teachers for their dedication and outstanding work performed on behalf of the students. The California Day of the Teacher is celebrated in May in accordance with California Legislation and Education Code.

San Juan Unified School District teachers inspire, encourage, and nurture students in our early childhood education program, elementary/K8 schools, secondary schools and adult education programs. San Juan Unified School District teachers touch the lives of students, of families, and of entire communities.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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: Paul Oropallo, Assistant Superintendent, Human Resources *Paro*

APPROVED BY: Kent Kern, Superintendent of Schools *KK*



San Juan
Unified School District

**SAN JUAN UNIFIED SCHOOL DISTRICT
3738 Walnut Avenue, Carmichael, CA 95608**

Resolution No. A-415

**DAY OF THE TEACHER
May 11, 2022**

WHEREAS, the State of California recognizes May 11, 2022, as the California Day of the Teacher because teachers work to open children's minds to ideas, knowledge and dreams; and

WHEREAS, children are our future and teachers help foster the best in children and are an important part of the San Juan Unified School District team working to help all children achieve academic success and reach the instructional goals of the district; and

WHEREAS, research reflects that a high quality classroom teacher is one of the most significant factors in increasing student achievement; and

WHEREAS, the teachers of San Juan Unified School District inspire, encourage and nurture students in the district's early childhood education program, elementary school, middle school, high school and adult education programs; and

WHEREAS, San Juan's outstanding teachers fill many roles, as listeners, explorers, role models, motivators and mentors while demonstrating dedication, professionalism, hard work, and exemplary service on behalf of students and the community.

NOW, THEREFORE, BE IT RESOLVED, that the San Juan Unified School District Board of Education hereby proudly proclaims May 11, 2022, as California Day of the Teacher, to be celebrated by our district and our community in honor of teachers.

Attested to this
10th day of May, 2022

Michael McKibbin, Ed.D., President

Kent Kern
Superintendent of Schools

Zima Creason, Vice President

Pam Costa, Clerk

Saul Hernandez, Member

Paula Villescaz, Member

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

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

AGENDA ITEM: E-1(b)

MEETING DATE: 05/10/2022

SUBJECT: Classified School Employee Week

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-416 proclaiming the week of May 15 – 21, 2022, as Classified School Employee Week.

RATIONALE/BACKGROUND:

Every year the district recognizes classified employees for their dedication and the outstanding work they perform on behalf of students, staff, and the community. Classified school employees contribute to the establishment and promotion of a positive instructional environment and play an instrumental role in providing essential services to our students. Classified school employees provide a safe and conducive learning environment for our students to ensure the district's goals for teaching and learning; because they provide vital contributions, hard work and effort throughout the year, the district proclaims the week of May 15 – 21, 2022, as Classified School Employee Week.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

Restricted 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:

Paul Oropallo, Assistant Superintendent, Human Resources

Pao

APPROVED BY:

Kent Kern, Superintendent of Schools

KK



San Juan
Unified School District

**SAN JUAN UNIFIED SCHOOL DISTRICT
3738 Walnut Avenue, Carmichael, CA 95608**

Resolution No. A-416

CLASSIFIED SCHOOL EMPLOYEE WEEK

May 15 – 21, 2022

WHEREAS, the week of May 15–21, 2022 has been designated as Classified School Employee Week in California by the California State Legislature; and

WHEREAS, classified school employees provide valuable services to the schools and students of the San Juan Unified School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of the San Juan Unified School District; and

WHEREAS, classified school employees employed at the San Juan Unified School District strive for excellence in all areas relative to the educational community; and

NOW, THEREFORE, BE IT RESOLVED, that the San Juan Unified School District Board of Education hereby recognizes and wishes to honor the contribution of classified school employees to quality education in the State of California and in the San Juan Unified School District and declares the week of May 15–21, 2022, as Classified School Employee Week.

Attested to this
10th day of May, 2022

Michael McKibbin, Ed.D., President

Kent Kern,
Superintendent of Schools

Zima Creason, Vice President

Pam Costa, Clerk

Saul Hernandez, Member

Paula Villescaz, Member

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

HUMAN RESOURCES

The following reports are submitted for board approval

Personnel Pages	Page #
Appointments	
Management	1
Certificated	1
Classified	1
Leaves of Absence	
Management	
Certificated	1
Classified	1
Separations	
Management	1
Certificated	2
Classified	2
Pre-Retirement Reduced Workload	
Reassignments/Change in Work Year	
Errata	
Job Description/Salary Range Change	
Management	2-10
Certificated	
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Unrepresented	
Cabinet Contracts/Extension of Contract	
Recommendation to Extend A District Intern Credential	
Certificated	
Credential Approval Recommendations	
Certificated	
Charter School Personnel Actions	
Choices	15

1. APPOINTMENTS

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
Promotion	Kitchen, Darrin	Prob	Director, Secondary	Teaching and Learning	07/01/22

CERTIFICATED SUPERVISORY

Type	Name	Status	Assignment	Location	Effective Date (s)
Promotion	Anderson, Eric	Prob	Program Administrator-Special Education	La Vista	07/01/22
Promotion	Bebout, Kirk	Prob	Principal, 9/12	Alternative Learning Centers	07/01/22
New Hire	Trezza, Ashley	Prob	Coordinator, Trauma Informed Student Support Services School Practices		07/01/22

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Acevedo, Sierra	Prob	District Resource Teacher	Early Childhood Education	04/04/22
New Hire	Gobran, Rita	Temp	Preschool Teacher	Early Childhood Education	03/14/22 06/09/22

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Alvarez, Angela	Prob	Nutrition Services Worker I	Green Oaks	04/07/22
New Hire	Bitar, Noor	Prob	School Playground Rec Aide	Katherine Johnson	04/26/22
New Hire	Brundage, Amanda	Prob	Instructional Assistant I	Pershing	04/18/22
New Hire	Bunnell, Shirley	Prob	Instructional Assistant I	Carmichael	04/21/22
New Hire	Cox, Adele	Prob	Instructional Assistant II	Carmichael	04/19/22
New Hire	Crowe, William	Prob	Custodian	Casa Roble	04/26/22
New Hire	Fifer, Grace	Prob	Instructional Assistant III	Ralph Richardson	04/19/22
New Hire	Giri, Shobha	Prob	Payroll Technician I	Payroll	05/02/22
New Hire	Gonzales, Roland	Prob	Custodian	Oakview	04/20/22
New Hire	James, Jeni	Prob	Non-Instructional Sup Aide	Marvin Marshall	03/29/22
New Hire	Manquera, Gabrielle	Prob	Secretary	Special Education-Kenneth	05/02/22
New Hire	McManis, Katrin	Prob	Instructional Assistant I	Trajan	04/18/22
New Hire	Obryan, Madison	Prob	Intermediate Clerk Typist	Fiscal Services	04/22/22
New Hire	Pearman, Michelle	Prob	M & O Work Order Tech	Maintenance & Operations	05/02/22
New Hire	Rorling, Carrie	Prob	Intermediate Clerk Typist	Carnegie	04/19/22
New Hire	Sadler, Arissa	Prob	High School Secretary I	Del Campo	04/06/22
New Hire	Samadi, Marwa	Prob	Non-Instructional Sup Aide	Mariposa Ave- ECE	04/22/22
New Hire	Sanders, Reid	Prob	Campus Monitor	Rio Americano	04/18/22
New Hire	Tavares, Kristi	Prob	Campus Monitor	Pasteur	05/02/22
New Hire	Yaya, Karina	Prob	Nutrition Services Worker I	Mira Loma	04/07/22
New Hire	Zoghet, Brenden	Prob	Custodian	Maintenance & Operations	04/25/22
Rehire	Montes, Jasmine	Prob	Middle Sch Rec/Rep Clerk	Katherine Johnson	04/18/22

2. LEAVES OF ABSENCE

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Campos-Friar, Pamela	Prob	Tch- Grade 7/8	Thomas Edison	04/29/22 06/09/22

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Kreshchuk, Viktor	Perm	Custodian	Thomas Edison	04/12/22 05/31/22

3. SEPARATIONS

CERTIFICATED SUPERVISORY

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Ambrosini, Suzanne	Perm	Principal 7/8	Carnegie	06/16/22
Resignation	Givens, Brent	Perm	Principal 7/8	Churchill	06/30/22

3. SEPARATIONS (Continued)

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Myers, Haley	Perm	School Social Worker	Student Support Services	04/01/22

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Deceased	Scott, Jorge	Perm	Bus Driver	Transportation	04/22/22
Resignation	Ato, James	Perm	Custodian	Trajan	04/29/22
Resignation	Beltran, Christopher	Prob	Custodian	Rio Americano	04/22/22
Resignation	Carter, Amelia	Prob	Instructional Assistant I	Cameron Ranch	04/05/22
Resignation	Clark, Seven	Prob	Instructional Assistant I	Will Rogers	04/07/22
Resignation	Corey, Rosario	Prob	Instructional Assistant I	Del Paso Manor	04/08/22
Resignation	Cullifer, Daniel	Prob	Middle Sch Rec/Report Clerk	Carnegie	04/22/22
Resignation	Godina, Priscilla	Perm	Personnel Technician	Human Resources	05/06/22
Resignation	Greenfield-Head, Lucia	Prob	Instructional Assistant I	Mariposa	04/21/22
Resignation	Gudino, Elina	Perm	School/Community Worker	District Office	04/28/22
Resignation	Holm, James	Perm	Elementary Head Custodian	Grand Oaks	04/20/22
Resignation	Hronis, Rachel	Prob	Instructional Assistant I	Carriage	04/07/22
Resignation	Keitt Jr, Martin	Perm	Campus Monitor	Casa Roble	04/08/22
Resignation	Magana, Xavier	Perm	Custodian	Sylvan	04/07/22
Resignation	Mitchell, Stephanie	Perm	Instructional Assistant II	Will Rogers	04/27/22
Resignation	Mueller-Reynolds, Jake-Ryan	Perm	Low Voltage Technician	M & O- Hemlock	04/07/22
Resignation	Singer, Kaitlyn	Perm	Educ Spec-MH Therapist	Special Education-Kenneth	02/28/22
Resignation	Winn, Robert	Prob	Inst Asst / Mul Sev Hndcp	Ralph Richardson	02/09/22
Suspension	CL 528	Perm	Senior Rec/Report Clerk	Teaching and Learning	05/11/22

4. JOB DESCRIPTION / SALARY RANGE CHANGE

CERTIFICATED SUPERVISORY

Class Title	Unit	New/Update	Old Salary Range	New Salary Range	Effective Date (s)
Administrator on Special Assignment	SJPEC	Update	18	N/A	05/11/22

MANAGEMENT

Class Title	Unit	New/Update	Old Salary Range	New Salary Range	Effective Date (s)
Coordinator, Data and Assessment	SJAA	New	N/A	12	05/11/22
Program Manager, English Learner and Multicultural Education	SJAA	Update	20	N//A	05/11/22

CLASSIFIED

Class Title	Unit	New/Update	Old Salary Range	New Salary Range	Effective Date (s)
Local Control and Accountability Plan (LCAP) Analyst	CSEA	New	N/A	51	05/11/22



SAN JUAN UNIFIED SCHOOL DISTRICT

POSITION CODE: 215
MANAGEMENT GROUP
SALARY RANGE 18
Page 1 of 2

POSITION TITLE: Administrator on Special Assignment (K-12)

DEFINITION: Functions as an administrator to lead and support K-12 schools with district initiatives and special projects.

DIRECTLY RESPONSIBLE TO: Assigned Administrator

DUTIES AND RESPONSIBILITIES: Under direct supervision, coordinates, trains and assists schools in the implementation of site-based systems of support. Responsibilities will include, but not be limited to:

1. Provides leadership for the development, implementation, and monitoring of site-based systems of support to increase student achievement.
2. Creates and coordinates professional development opportunities for school sites to effectively utilize learning supports and resources within a Multi-Tiered System of Support (MTSS) framework.
3. Leads school site administrators and teams in identifying and mapping sitewide learning supports.
4. Provides training opportunities in utilizing site data to identify student barriers to learning.
5. Provides leadership for sites to reduce student barriers to learning by identifying and targeting the use of: site-based interventions, family and student engagement, crisis prevention, community partnerships, student transitions and school enrichment.
6. Provides administrative support to sites to target interventions toward unduplicated students historically demonstrating the greatest barriers to learning including, but not limited to, foster youth, McKinney-Vento, free/reduced lunch, English learners.
7. Assists site administrators and school teams in aligning other initiatives and frameworks (i.e. PBIS, Restorative Practices) within a site-based system of support for student achievement.
8. Provides coaching and technical assistance to sites who have completed professional development in site-based systems of support and/or learning support teams.
9. Collaborates with site administrators and site teams on alternatives to exclusionary discipline.
10. Collaborates with other district departments to better align site-based systems, including but not limited to: Multi-Tiered System of Supports (MTSS), Office of Student Learning and Assistance, Student Support Services, Equity and Student Achievement, Special Education.
11. Performs other duties as assigned.

Qualifications:

Education and Experience:

Must possess a valid and appropriate administrative credential and have school level administrative experience.

Knowledge and Skills:

The applicant should have knowledge of current research and best practices in the use of academic, behavioral and social-emotional interventions and supports.

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).

- Communicate to exchange information both in person, in small groups, and/or on the telephone
- Inspect documents and other written materials with fine print
- Move about facilities to conduct work, including walking, sitting, or remaining in a stationary position for extended periods of time
- Operate office equipment requiring repetitive hand movement and fine coordination
- Physical, mental and emotional stamina to endure long hours, under sometimes stressful conditions

Other Characteristics:

- Ability to work additional hours and weekends on occasion
- Ability to travel locally
- Possession of a valid California Driver's License

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: TBD

SAN JUAN UNIFIED SCHOOL DISTRICT JOB DESCRIPTION



Position Code: TBD
Management Group: SJAA
Salary Range: 12
Work Calendar: 01
Page 1 of 3

POSITION TITLE: Coordinator, Data and Assessment

DEFINITION: Under general direction, this individual will coordinate data and assessment efforts related to state, federal, and local requirements; oversee database systems; provide technical assistance and support to district and school staff; data collection and organization related to the Local Control and Accountability Plan (LCAP) and School Plans for Student Achievement (SPSA); test administration related to implementing state and local assessments.

DIRECTLY RESPONSIBLE TO: Director, Continuous Improvement and Local Control and Accountability Plan

SUPERVISION OVER: Classified staff as assigned

DUTIES AND RESPONSIBILITIES: (Any one position found within this classification may or may not include all of the duties and responsibilities listed)

1. Coordinates assessment programs (district, state, federal) in collaboration with other department staff, including planning, communicating, training, implementing, maintaining security, and evaluating processes and procedures.
2. Prepares, organizes, and submits data for federal, state, and grant reporting.
3. Oversees district database systems for maintenance, validity, security, accessibility, and compatibility between database platforms.
4. Monitors, tracks, and reports district and school data in a clear and concise manner to a variety of audiences.
5. Collaborates with departments and school leaders to provide technology, data, and assessment support and consultation.
6. Provides technical expertise, information and assistance to district and school staff.
7. Works with staff to support districtwide continuous improvement planning.
8. Oversees the development of and revision to surveys; revise and updates existing data collection instruments and supporting documentation.
9. Conducts statistical analysis of testing information, surveys, and student performance information.
10. Assists with the preparation of reports and presentations of findings appropriate for a variety of internal and external audiences and purposes.
11. Participates in data and assessment planning.

12. Attends local and regional workshops on data, assessment, and related technology, and shares information with district staff.
13. Remains current on data and assessment legislation and makes recommendations on how to improve data and assessment strategy.
14. Performs other duties as assigned.

QUALIFICATIONS:

Education and Experience:

Education equivalent to graduation from an accredited college or university with a degree in education, research-related field, data analytics or analysis, mathematics, statistics, public policy and administration, or assessment. Experience in state and local assessments, evaluating large data sets, statistical analysis, database management, and the public school system is desirable.

Knowledge and Skills:

- Computer software applications and tools relevant to educational assessment/programs (e.g., Standard Query Language, Excel Advanced Functions, Microsoft Access, Illuminate Admin Tools, CALPADS, Civil Rights Data Collection)
- Assessment planning (e.g., CAASPP, ELPAC, Smarter Balanced)
- Ability to organize and present information accurately, identify inaccuracies, and communicate findings to others
- Data collection, reporting procedures, statistical analysis, and technical report writing
- Ability to work independently, collaborate, lead professional learning for diverse groups
- Planning and organization of time to accomplish tasks
- Oral and written communication skills
- Ability to establish priorities and meet deadlines
- Ability to maintain consistent, punctual and regular attendance
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Knowledge of modern office practices and procedures, including filing systems
- Ability to understand and follow verbal and written instruction
- Ability to learn, interpret, explain and apply applicable federal, state and local laws, regulations, rules, codes, policies and procedures

WORKING CONDITIONS:

Work Environment:

- Indoor office environment
- Moderate noise

Physical Characteristics: (with or without the use of aids, consideration will be given to reasonable accommodation).

- Inspect documents and other written materials with fine print
- Communicate to exchange information both in person, in small groups, and/or on the telephone

Coordinator, Data and Assessment
Page 3 of 3

- Move about facilities to conduct work, including walking, sitting, standing or remaining in a stationary position for extended periods of time
- Physical, mental, and emotional stamina to endure long hours under sometimes stressful conditions
- Sufficient hearing to conduct in-person and telephone conversations
- Operate office equipment requiring repetitive hand movement and fine coordination

Other Characteristics:

- Ability to work additional hours and weekends on occasion
- Ability to attend Board of Education and other public meetings on occasion

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

Board Approved: TBD

SAN JUAN UNIFIED SCHOOL DISTRICT

POSITION CODE: 297
MANAGEMENT GROUP
MANAGEMENT SERIES, SALARY RANGE 20
Page 1 of 2

POSITION TITLE: Program Manager—English Learner and Multicultural Education

DEFINITION:

Responsible for the administration of the English Learner and Multicultural Educational program and services of the District, and other special projects as assigned.

DIRECTLY RESPONSIBLE TO:

Director, State and Federal Programs

SUPERVISION OVER:

Certificated and classified personnel as assigned.

DUTIES AND RESPONSIBILITIES (Responsibilities will include, but not limited to):

1. Develop and coordinate the goals, objectives and functions of the English Learner and Multicultural Educational program.
2. Supervise, plan and direct a variety of projects and activities related to the District's English Learner and Multicultural Educational programs, including Title VII.
3. Responsible for researching, preparing and submitting grant funding guidelines and proposals for special projects in the area of responsibility.
4. Provide technical expertise to administrators, teaching personnel and other District employees regarding assigned functions; formulate and develop curriculum, policies and procedures for the English Learner and Multicultural Educational program.
5. Prepare district, state and federal reports as required. Responsible for reports to advisory committees as necessary.
6. Communicate and collaborate with school sites, district personnel, county, state and federal agencies in the area of responsibility to provide direct assistance in order to achieve the goals of the English Learner and Multicultural Educational program.
7. Provide oversight to school personnel for the appropriate academic instruction and placement of students in the English Learner program according to state and federal regulations.

8. Assist in the preparation of program budgets and evaluation of programs in the area of responsibility. Plan budget requirements and assists in the approval of program related expenditures.
9. Supervise, coordinate and evaluate the performance of assigned staff.
10. Organize and collaborate with all required community and parent advisory groups. Responsible for disseminating relevant and pertinent information to staff and to the public.
11. Develop and implement long and short term strategies and activities for Multicultural Educational program.
12. Ability to interpret and analyze data to develop objectives and evaluate effectiveness of English Learner programs.

QUALIFICATIONS:

Training, Education and Experience: Master's Degree **Master's Degree preferred**, California Teaching and Administrative credential; supervisory and administrative experience with educational programs serving limited English proficient pupils.

Knowledge and Skills: Knowledge of planning, organization and direction of English Learner programs and multicultural activities; Budget preparation and control; Current research and theory of second language acquisition; effective English language development methods; Oral and written communication skills. Possess knowledge of principles and practices of management, laws, codes, regulations, policies and procedures. Knowledge of curriculum development and standards based instruction.

Physical Characteristics: (Consideration will be given to reasonable accommodation.) *Sufficient vision to read printed materials; *sufficient hearing to conduct in person and telephone conversations; *sufficient physical mobility to move about the district and drive a car; *ability to speak in an understandable voice with sufficient volume to be heard in addressing groups; physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

*With or without the use of aids.

Other Characteristics: Possession of a valid California Driver License; willing to work additional hours periodically; willing to travel locally.

Board adoption: 4.22.08

Revised: 5.10.22



JOB DESCRIPTION

Position Code: TBD
Management Group: CSEA
Salary Range: 51
Work Calendar: 01
Page 1 of 3

POSITION TITLE: Local Control and Accountability Plan (LCAP) Analyst

DEFINITION: Under general direction, this individual will monitor, and analyze specialized and complex work relating to the district's Local Control and Accountability Plan (LCAP), and work directly with students, school and central office staff, collective bargaining groups, families, and the community to coordinate and align LCAP goals, actions, and expenditures.

DIRECTLY RESPONSIBLE TO: Director, Continuous Improvement and Local Control and Accountability Plan

DUTIES AND RESPONSIBILITIES: (Any one position may not include all of the duties listed; the listed examples do not include all duties and responsibilities that may be found in positions within this classification.):

1. Performs activities related to the development, revision, completion and publication of the district's annual Local Control and Accountability Plan (LCAP).
2. Assists with planning, organization and implementation of educational partner engagement strategy relating to the development and revision of the plan, including, but not limited to, community input meetings, parent advisory committee meetings, on-line input collection, and employee group input.
3. Collects, organizes, and codes qualitative and quantitative data.
4. Creates LCAP PAC recruitment, agendas, meetings, and communication.
5. Provides technical support to staff, families, and community on accessing and interpreting the LCAP and related legislation.
6. Collaborates with administrators, staff, and external agencies/organizations to coordinate activities and programs, resolve issues, exchange information, and participate in community events and activities as necessary.
7. Assists with the LCAP engagement strategy to ensure that the strategy is inclusive of a diverse set of voices throughout the San Juan Unified School District community.
8. Works with the Assessment, Evaluation and Planning department on the tracking and revision of LCAP metrics to ensure alignment with the district's Strategic Plan.
9. Provides analysis on LCAP funds, ensuring that actions/services and expenditures are accounted for.
10. Remains current with the newest information about changes to LCFF (Local Control Funding Formula) and LCAP legislation and makes recommendations on how to improve LCAP development strategy.
11. Assists with preparation and presentation of LCAP status and update reports to the board and district leadership, including detailed updates on engagement activities.
12. Maintains district LCAP web page, providing regular content updates along with all relevant information.
13. Collaborates with the Office of Student Learning Assistance (OSLA) and school personnel to ensure the LCAP and Single Plans for Student Achievement (SPSA) are in alignment.

Local Control and Accountability Plan (LCAP) Analyst

Page 2 of 3

14. Provides support to students, schools and central office staff, collective bargaining groups, families, and the community in organizing and facilitating listening sessions.
15. Attends local and regional workshops on LCAP development and best practices and shares information with district staff.
16. Performs other duties as assigned.

QUALIFICATIONS:

Education and Experience:

Any combination of training, education and/or experience equivalent to a bachelor's degree with major coursework in accounting, business, finance, or related field; and previous experience in implementing collaborative projects, community engagement strategies, continuous improvement practices and processes, and budget preparation/development/monitoring.

Knowledge, Skills, and Abilities:

- Knowledge of planning, organization and direction of problem resolution workflows and techniques
- Knowledge of applicable district policies and procedures and business practices
- Knowledge of budgeting and financial principles to maximize resources and control expenditures
- Knowledge of interpersonal skills using tact, patience, and courtesy
- Knowledge and skill in the use of computers and assorted software programs
- Ability to understand, interpret, apply, and explain applicable rules, regulations, policies and procedures
- Ability to work effectively with all levels of district staff, stakeholders, and members of the community
- Ability to communicate effectively both verbally and in writing with all levels of district staff, stakeholders, and members of the community
- Ability to analyze data and prepare clear and concise written and verbal reports
- Ability to analyze situations and adopt an effective course of action
- Ability to establish and maintain records, and maintain a confidentiality of privileged information obtained in the course of work
- Ability to analyze and resolve problems with tact and diplomacy
- Ability to work independently, with minimum direction, and make decisions within the framework of established guidelines
- Ability to establish priorities and meet deadlines

WORKING CONDITIONS:

Work Environment:

- Indoor office environment
- Moderate noise
- Continuous contact with staff, students, parents, and the community
- Frequent interruptions and significant distractions
- Contact with dissatisfied and/or uncooperative individuals

Local Control and Accountability Plan (LCAP) Analyst
Page 3 of 3

Typical Physical Characteristics: (with or without use of aids; consideration will be given to reasonable accommodation).

- Communicate to exchange information both in person, in small groups, and/or on the telephone
- Inspect documents and other written materials with fine print
- Move about facilities to conduct work, including walking, sitting, or remaining in a stationary position for extended periods of time
- Operate office equipment requiring repetitive hand movement and fine coordination
- Physical, mental and emotional stamina to endure long hours, under sometimes stressful conditions

Other Characteristics:

- Ability to work additional hours and weekends on occasion
- Ability to travel locally

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Board Approved: TBD

AGENDA ITEM FOR THE MAY 10, 2022 BOARD MEETING

SAN JUAN CHOICES CHARTER SCHOOL

SEPARATIONS

Certificated Supervisory

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
Tony Oddo	Retirement	June 30, 2022

APPOINTMENTS

Certificated Supervisory

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
Brent Givens	New Hire	July 1, 2022

Tony Oddo
Choices Charter School
4425 Laurelwood Way
Sacramento, CA 95864
916-979-8378

cc: Brian Ginter
 Kirsten Pogue
 Melissa Koehly
 Megan Itza-Smith

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

AGENDA ITEM: G-2
MEETING DATE: 05/10/2022

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	✓	4
Zero Dollar Contract	✓	5
Bids/RFPs	NA	
Other	NA	
ERRATA	NA	



Purchasing Contracts Board Report
Purchase Orders, Service Agreements, and Contracts

March 30, 2022 - April 26, 2022

PO#	Date	Vendor Name	Description	Amount \$	Site/ Department
207298	4/5/2022	Producers Dairy	Dairy Products - RFP 18-141	\$ 117,500.00	213 - Nutrition Services
TBD	4/18/2022	CDW	Chromebooks/carts	\$ 123,330.43	445 - Encina HS
TBD	4/1/2022	CDW	Chromebooks/carts	\$ 113,945.63	343 - Del Paso Manor
TBD	4/22/2022	Frontline Education	Technology Contract term: 5/2/22-6/30/25	\$ 256,476.11	235 - Fiscal Services
TBD	4/22/2022	Bright Morning Consulting	Professional Development Contract Term: 6/1/22-8/10/22	\$ 7,150.00	111 - Equity
TBD	04/01/22	Arts Attack	Online Curriculum - Grades K-8 5 year subscription	\$ 106,587.47	304 - Office of Student Learning Assistance



Purchasing Contracts Board Report
Change Orders/Amendments

March 30, 2022 - April 26, 2022

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
200014	4/6/2022	SMUD	Electric increase	\$ 4,350,773.00		\$ 485,000.00	\$ 4,835,773.00	212 - M&O
200015	4/6/2022	PG&E	Gas increase	\$ 883,212.00		\$ 425,000.00	\$ 1,308,212.00	212 - M&O
200021	4/6/2022	Del Paso Water	Water increase	\$ 86,977.00		\$ 15,000.00	\$ 101,977.00	212 - M&O
200007	4/6/2022	Sacramento Suburban Pawar Transportation LLC	Water increase	\$ 582,914.00		\$ 85,000.00	\$ 667,914.00	212 - M&O
200474	4/11/2022	Vol-Ten Corp sba Delta Charter	Transportation	\$ 200,000.00		\$ 110,000.00	\$ 310,000.00	211 - Transportation
200482	4/11/2022	All West Coach Lines	Transportation	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 140,000.00	211 - Transportation
200476	4/11/2022	Hunt & Sons	Fuel	\$ 400,000.00		\$ 25,000.00	\$ 425,000.00	211 - Transportation
200016	4/11/2022	Hunt & Sons	Fuel	\$ 275,000.00		\$ 120,000.00	\$ 395,000.00	212 - M&O
200384	4/20/2022	Kaiser	Reduce PO	\$ 3,516,959.08		\$ (300,000.00)	\$ 3,216,959.08	224 - Benefits
200776	4/4/2022	Western Health	Reduce PO	\$ 2,451,000.00		\$ (100,000.00)	\$ 2,351,000.00	224 - Benefits
200492	4/21/2022	Daylight Foods	Food purchase increase	\$ 500,000.00	\$ 400,000.00	\$ 100,000.00	\$ 1,000,000.00	213 - Nutrition Services
200494	4/21/2022	Gold Star Foods	Food purchase increase	\$ 3,500,000.00	\$ 1,500,000.00	\$ 350,000.00	\$ 5,350,000.00	213 - Nutrition Services
201333	4/7/2022	Language Line	Interpretation services increase	\$ 137,273.50	\$ 18,468.00	\$ 81,700.00	\$ 237,441.50	252 - Technology

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
202704	4/7/2022	CCHat NPA	Audiological services increase	\$ 49,000.00		\$ 90,800.00	\$ 139,800.00	101 - Special Education
204597	4/7/2022	CCHat NPS	Audiological services increase	\$ 210,000.00	\$ -	\$ 85,267.00	\$ 295,267.00	101 - Special Education
204667	4/7/2022	Easter Seals NPA	Assessments/Evaluations increase	\$ 85,000.00	\$ -	\$ 35,895.00	\$ 120,895.00	101 - Special Education
206965	4/7/2022	Jabbergym	Language/speech/occupational therapy increase	\$ 481,000.00	\$ -	\$ 148,559.00	\$ 629,559.00	101 - Special Education
202356	4/7/2022	Maxim Staffing	Behavioral therapy increase	\$ 25,000.00	\$ 374,000.00	\$ 75,685.00	\$ 474,685.00	101 - Special Education
204596	4/7/2022	Point Quest	Language/Speech therapy increase	\$ 65,000.00	\$ -	\$ 325,321.00	\$ 390,321.00	101 - Special Education
203330	4/7/2022	School Step	Behavioral therapy increase	\$ 50,000.00	\$ -	\$ 897,630.00	\$ 947,630.00	101 - Special Education
							\$ -	

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
3907	4/8/2022	Quality Assurance Engineering Laboratories DBA Consolidated Engineering Laboratories	Extended schedule, off-site scope for Arden New Construction project 002-9512-P1	\$ 419,977.44	\$ 149,143.75	\$ 11,877.06	\$ 580,998.25	216 - Facilities
203655	4/20/2022	Vanir Construction Management, Inc.	C/O #1 Additional time for Starr King 147-9512-P1 New Construction project	\$ 60,000.00		\$ 223,841.00	\$ 283,841.00	216 - Facilities
203648	4/20/2022	Vanir Construction Management, Inc.	C/O #1 Additional time for Mira Loma 205-9513-P1 Outdoor Learning project	\$ 20,000.00		\$ 172,363.00	\$ 192,363.00	216 - Facilities
203649	4/20/2022	Vanir Construction Management, Inc.	C/O #1 Additional time for Casa 209-9513-P1 Outdoor Learning project	\$ 20,000.00		\$ 143,434.00	\$ 163,434.00	216 - Facilities
6898	4/20/2022	Vanir Construction Management, Inc.	C/O #1 Additional time for Mesa Verde 210-9513-P1 Outdoor Learning project	\$ 150,000.00		\$ 745,000.00	\$ 895,000.00	216 - Facilities
206604	4/20/2022	AECOM Technical Services	C/O #1 Additional assessment for Arcade New Construction project 001-9512-P1	\$ 9,150.00		\$ 103,150.00	\$ 112,300.00	216 - Facilities
202911	4/20/2022	Campbell Keller Inc.	C/O #4 Full site furniture replacement project for Arlington project 103-9306-N1	\$ 223,822.08	\$ 205,958.17	\$ 65,050.97	\$ 494,831.22	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**

March 30, 2022 - April 26, 2022

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	4/4/2022	TBD	Piggyback	Campbell Keller	Full site furniture for Will Rogers DM project 060-9233-P1	\$ 801,633.84	216 - Facilities
26	4/7/2022	TBD	Piggyback	RJ Commercial Flooring Company	Floor replacement for Edison DM project 116-9349-22DM	\$ 251,460.98	212 - M&O

New Addendum to Master Agreements

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



Purchasing Contracts Board Report
Board Pre-Approval
Piggyback Contracts

March 30, 2022 - April 26, 2022

Staff has determined that purchasing through contracts issued by various state agencies within the State of California will save administrative time and expense, provide favorable pricing, and will be in the best interests of the district. District staff is requesting the Board of Education's authorization to piggyback on the approved bids in accordance with Public Contract Code Section 20118.

Fund	Date	Piggyback #, Title	Vendor Name	Description	Term
All	4/1/22	Elk Grove Unified School District Food & Nutrition Services - Dairy Bid# 701-20/21	Producers Dairy	Dairy Products for Nutrition Services	7/1/21 - 6/30/2024
All	4/1/22	Cal Save - Bid 530067	CDWG	Technology	7/1/21 - 2/28/23



**Purchasing Contracts Board Report
Board Pre-Approval
Zero Dollar**

March 30, 2022 - April 26, 2022

Fund	Date	Site/ Department	Vendor Name	Description
01	4/1/2022	San Juan Adult Ed	BITA - Building Industry Technology Academy	Partnership with Building Industry Technology Academy

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

**AGENDA ITEM: G-3
MEETING DATE: 05/10/2022**

APPROVED:

Jennifer Stahlheber

Business and Financial Report

The following reports are submitted for board approval/ratification:

	Inc	Page #
Easements/Leases		
Notices of Completion	✓	1
Quarterly Investment Report		
Warrants & Payroll	✓	2
Budget Revisions		
E-Rate		
ERRATA		

Notices of Completion - Board of Education

CONTRACTOR	PROJECT	DATE OF ACCEPTANCE	DATE RECORDED
RBH Construction	PO#104883 Provide all labor, materials, equipment, tools, transportation and incidentals for portable classroom, utility and LV/Electrical hook ups at Howe Avenue Elementary School, located at 2404 Howe Avenue, Sacramento CA 95825 in the San Juan Unified School District. Vendor: RBH Construction	3/1/2022	3/21/2022
Pac Shield Roof Services Inc.	PO#106865 Provide all labor, materials, equipment, tools, transportation and incidentals for re-roofing at Lichen K-8 School located at 8319 Lichen Drive, Citrus Heights CA 95621 in the San Juan Unified School District. Vendor: Pac Shield Roof Services Inc.	3/1/2022	3/21/2022
MCM Roofing Co. Inc	PO#106651 Provide all labor, materials, equipment, tools, transportation and incidentals for re-roofing at Sierra Oaks K-8 School located at 171 Mills Road, Sacramento CA 95864 in the San Juan Unified School District. Vendor: MCM Roofing Company Inc.	3/1/2022	3/21/2022

SAN JUAN UNIFIED SCHOOL DISTRICT
Accounting Services

WARRANTS & PAYROLL

VENDOR AND CONTRACT WARRANTS		
	Fund	March 2022
01	General Fund	\$ 13,765,759.84
09	Charter Schools	9,062.45
10	Special Ed Pass-Thru	454,561.00
11	Adult Education	277,638.96
12	Child Development	36,658.15
13	Food Service/Cafeteria	818,896.83
14	Deferred Maintenance	33,261.06
21	Building Fund	31,227.76
22	Measure S Building Fund	3,707.96
23	Measure J Building Fund	738,429.10
24	Measure N Building Fund	835,235.94
25	Capital Facilities	-
26	Measure P Building Fund	8,435,664.94
35	State Schools Facilities Fund	-
40	Sp Res FD -- Capital Outlay Proj	-
67	Self Insurance	908,617.42
95	Student Body	-
TOTALS		\$ 26,348,721.41

PAYROLL AND BENEFITS		
	All Funds	March 2022
	Certificated Payroll	\$ 21,253,333.08
	Classified Payroll	8,281,556.65
	Benefits	14,334,560.82
TOTALS		\$ 43,869,450.55

GRAND TOTAL \$ 70,218,171.96

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

AGENDA ITEM: G-5

MEETING DATE: 05/10/2022

SUBJECT: Career Technical Education Advisory Committee Approval

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 members to the Career Technical Education (CTE) Advisory Committee.

RATIONALE/BACKGROUND:

The Board of Education approves members of the CTE Advisory Committee in accordance with Education Code 8070. The committee must involve parents, students, academic and CTE teachers, faculty, administrators, career guidance and academic counselors, representatives of tech prep consortia (if applicable), business and industry, labor organizations, special populations, and other interested individuals in the development, implementation and evaluation of CTE programs.

ATTACHMENT(S):

A: 2022 CTE Advisory Committee Roster

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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: Brett Wolfe, Director CTE, K-12 Counseling & College/Career Readiness

APPROVED BY: Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs ^{KS}
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support ^{MBS}
Kent Kern, Superintendent of Schools ^{KK}



San Juan
Unified School District

San Juan Unified School District
Career Technical Education (CTE)
2022 Advisory Committee Roster



Name	Company and Title	Email	Industry Sector
Abdulwahhab, Tamara	San Juan Unified School District, Mira Loma Medical Assistant	tamara.abdulwahhab@sanjuan.edu	Health Science and Medical Terminology
Aguilar, Gary	American River College, Technical Education, Dean	aguilag@arc.losrios.edu	supports all sectors
Almes, Maria	Sacramento Veterans Affairs Medical Center, Voluntary Services Chief	maria.almes@va.gov	Health Science and Medical Terminology
Arata, Raquel	American River College, Workforce Development, Dean	aratae@arc.losrios.edu	supports all sectors
Baeder, Sam	San Juan Unified School District, Del Campo Construction	samuelbaeder@sanjuan.edu	Building and Construction
Barlahan-Biag, Marita	Babies-2 Teens Pediatrics, Doctor	hcbiag@yahoo.com	Health Science and Medical Terminology
Bassanelli, Melissa	San Juan Unified School District, Deputy Superintendent	mbassanelli@sanjuan.edu	supports all sectors
Battenfield, Scott	San Juan Unified School District, El Camino Manufacturing	sbattenfield@sanjuan.edu	Manufacturing and Product Development
Beauchamp, Maria	San Juan Unified School District, Del Campo Computer Science	maria.beauchamp@sanjuan.edu	Information and Communication Technologies
Biag, Henery	Babies-2 Teens Pediatrics, Office Manager	hcbiag@yahoo.com	Health Science and Medical Terminology
Biggs, Bobby	San Juan Unified School District, Casa Roble Medical Assistant	robert.biggs@sanjuan.edu	Health Science and Medical Terminology
Burright, Maria	California Department of Education, Career & College Transition Division	mburright@cde.ca.gov	supports all sectors
Cermak, Martine	San Juan Unified School District, Career Technical Education Counselor	mcermak@sanjuan.edu	supports all sectors
Cole, Matthew	California Department of Education, Career & College Transition Division	mcole@cde.ca.gov	supports all sectors
Contreras-Cardenas, Angel	San Juan Unified School District, El Camino Medical Assistant	angel.contrerascardenas@sanjuan.edu	Health Science and Medical Terminology

Name	Company and Title	Email	Industry Sector
Cooley, Katherine	City of Citrus Heights, Assistant to City Manager	kcooley@citrusheights.net	Marketing, Sales and Services
Costa, Pam	San Juan Unified School District, Board of Education	pcosta@sanjuan.edu	supports all sectors
Cox, Katherine	San Juan Unified School District, San Juan Culinary Arts	katherine.cox@sanjuan.edu	Hospitality, Tourism and Recreation
Creason, Zima	San Juan Unified School District, Board of Education	zima.creason@sanjuan.edu	supports all sectors
Darrow, Jeff	San Juan Unified School District, Barrett Video Production	jdarrow@sanjuan.edu	Arts, Media and Entertainment
Davis, Jake	Citrus Heights Police Department, Police Officer	jadavis@citrusheights.net	Public Services
De La Torre, Jesus	Victor Technologies, District Manager	jesus_delatorre@victortechologies.com	Manufacturing and Product Innovation
DeGennaro, Olivia	Fox 40 News, Reporter	olivia.degennaro@fox40.com	Arts, Media and Entertainment
French, Ben	American River College, Automotive	frenchb@arc.losrios.edu	Transportation
Gordon, Michael	San Juan Unified School District, Del Campo Entrepreneurship	michael.gordon@sanjuan.edu	Marketing, Sales and Services
Gutierrez, Dennis	Society of Hispanic Professional Engineers, Representative	dennisgutierrez2@csus.edu	Engineering Design
Hernandez, Saul	San Juan Unified School District, Board of Education	saul.hernandez@sanjuan.edu	supports all sectors
Hernandez, Theresa	Elica Health Center, Office Manager	thernandez1@elicahealth.org	Health Science and Medical Terminology
Houk, Simon	San Juan Unified School District, Casa Roble Auto Student	houks5211@student.sanjuan.edu	Transportation
Keith, Jason	San Juan Unified School District, San Juan Automotive	jason.keith@sanjuan.edu	Transportation
Kenniston, Michael	San Juan Unified School District, Casa Roble Medical Assistant	michael.kenniston@sanjuan.edu	Health Science and Medical Terminology
Kern, Kent	San Juan Unified School District, Superintendent of Schools	kkern@sanjuan.edu	supports all sectors
Klinkenborg, Sara	Signs in 1 Day, Sales Representative	sales@signsin1day.com	Arts, Media and Entertainment
Knirk, Brian	American River College, Hospitality	knirkb@arc.losrios.edu	Hospitality, Tourism and Recreation

Name	Company and Title	Email	Industry Sector
Larkey, Rick	North State Building Industry Association/Foundation, Executive Director	rick@northstatebia.org	supports all sectors
Larsh, Fred	San Juan Unified School District, San Juan Construction	flarsh@sanjuan.edu	Building and Construction
Law, Darren	San Juan Unified School District, Encina Dental Careers	darren.law@sanjuan.edu	Health Science and Medical Terminology
Leever, Robert	San Juan Unified School District, Casa Roble Carpentry	rleever@sanjuan.edu	Building and Construction
Leister, Jon	San Juan Unified School District, Meraki Multimedia Production	jleister@sanjuan.edu	Arts, Media and Entertainment
Leuschen, Andrea	San Juan Unified School District, Mesa Verde Business Academy	aleuschen@sanjuan.edu	Business and Finance
Locke, Tracie	San Juan Unified School District, Lead Counselor	tracie.locke@sanjuan.edu	supports all sectors
Lottes, Jay	San Juan Unified School District, Del Campo Entrepreneurship	jlottes@sanjuan.edu	Marketing, Sales and Services
Lucas, Imani	Health Education Council, Program Director	ilucas@healthedcouncil.org	Health Science and Medical Terminology
Mackey, London	San Juan Unified School District, Rio Americano Medical Assistant	london.mackey@sanjuan.edu	Health Science and Medical Terminology
Marotte, Michael	San Juan Unified School District, Bella Vista Engineering	mmarotte@sanjuan.edu	Engineering and Architecture
McCormack, John	American River College, Automotive	mccormj@arc.losrios.edu	Transportation
McKibbin, Michael	San Juan Unified School District, Board of Education	michael.mckibbin@sanjuan.edu	supports all sectors
McPherson, Mac	San Juan Unified School District, Will Rogers Bicycle Repair	kmacsac@gmail.com	Transportation
Melody, Linda	Carmichael Chamber of Commerce, Board of Directors	linda@carmichaelchamber.com	Marketing, Sales and Services
Messier, Chris	American River College, Manufacturing and Product Innovation	messiec@arc.losrios.edu	Manufacturing and Product Innovation
Minnehan, Sara	Aerojet, Technician	sara.minnehan@rocket.com	Manufacturing and Product Innovation
Mois, Dariu	San Juan Unified School District, Bella Vista System Programming	dariu.mois@sanjuan.edu	Information and Communication Technologies

Name	Company and Title	Email	Industry Sector
Mpagazi, Tiffany	American River College, Coordinator	mpagazit@arc.losrios.edu	supports all sectors
Munger, Teri	American River College, Consultant	mungert@arc.losrios.edu	supports all sectors
Niva, Doug	Sacramento Education Cable Consortium, Director	doug@secctv.org	Arts, Media and Entertainment
Penbera, Cindy	San Juan Unified School District, Career Technical Education Counselor	cpenbera@sanjuan.edu	supports all sectors
Pollock, Will	San Juan Unified School District, Pasteur Construction	wpollock@sanjuan.edu	Building and Construction
Powell, Jay	San Juan Unified School District, Mesa Verde Law Enforcement	jaypowell@sanjuan.edu	Public Services
Reynaud, Amanda	North State Building Industry Association/Foundation, Assistant Director	amanda@northstatebia.org	Building and Construction
Robinson, Anthony	Sacramento Job Corps Center, Academics Manager	robinson.anthony.m@jobcorps.org	Marketing, Sales and Services
Roesser, Julia	San Juan Unified School District, College & Career Counselor	julia.roesser@sanjuan.edu	supports all sectors
Schneider, Scott	San Juan Unified School District, Del Campo Emergency Response	scott.schneider@sanjuan.edu	Emergency Response
Schnepf, Kristan	San Juan Unified School District, Assistant Superintendent	kschnepf@sanjuan.edu	supports all sectors
Scofield, Denise	San Juan Unified School District, Mesa Verde Performing Arts	dscofield@sanjuan.edu	Arts, Media and Entertainment
Smith, Nathaniel	San Juan Unified School District, Casa Roble Automotive	nathaniel.smith@sanjuan.edu	Transportation
Stinson, Joshua	San Juan Unified School District, Mira Loma Networking	josh.stinson@sanjuan.edu	Information and Communication Technologies
Stolarski, Phil	Cal Trans, Chief Engineer, CDOT	phil.stolarski@dot.ca.gov	Engineering Design
Stymeist, Louise	Sacramento County Office of Education, Consultant	lstymeist@scoe.net	supports all sectors
Sullivan, Thomas	Citrus Heights Sentinel, Journalist	tsullivan@citrusheightssentinel.com	Arts, Media and Entertainment
Sullivan, Tom	San Juan Unified School District, San Juan Video Production	tsullivan@sanjuan.edu	Arts, Media and Entertainment

Name	Company and Title	Email	Industry Sector
Sumpter, Matt	San Juan Unified School District, El Camino Video Production	matt.sumpter@sanjuan.edu	Arts, Media and Entertainment
Sweet, Eric	San Juan Unified School District, Rio Americano Robotics	eric.sweet@sanjuan.edu	Manufacturing and Product Development
Tannehill, Christina	San Juan Unified School District, Casa Roble Agriculture	christina.tannehill@sanjuan.edu	Agriculture and Natural Resources
Tompkins, Ryan	San Juan Unified School District, El Camino Manufacturing and Welding	rtompkins@sanjuan.edu	Manufacturing and Product Development
Villescaz, Paula	San Juan Unified School District, Board of Education	paula.villescaz@sanjuan.edu	supports all sectors
Walker, Labraya	San Juan Unified School District, Mira Loma Medical Assistant Parent	labraya@gmail.com	Health Science and Medical Terminology
Weitzel, Brian	San Juan Unified School District, Del Campo Video Production	bweitzel@sanjuan.edu	Arts, Media and Entertainment
Wells, Michael	Citrus Heights Police Department, Police Lieutenant	mwells@citrusheights.net	Public Services
Wheeler, Susan	Sacramento Municipal Utility Department, Workforce Planning and Education Relations Strategist	susan.wheeler@smud.org	Engineering and Architecture
Woehl, Paul	DGA Planning, Architect	pwoehl@dga-mv.com	Engineering and Architecture
Wolfe, Brett	San Juan Unified School District, Director	brett.wolfe@sanjuan.edu	supports all sectors

BW/mof
4.25.22

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

AGENDA ITEM: G-6

MEETING DATE: 05/10/2022

SUBJECT: 2022-23 Head Start and Early Head Start
Cost of Living Adjustment (COLA) and Quality Improvement (QI)

DEPARTMENT: Early Childhood Education

CHECK ONE:

- | | |
|-------------------|-------------------------------------|
| For Discussion: | <input type="checkbox"/> |
| For Action: | <input checked="" type="checkbox"/> |
| Report: | <input type="checkbox"/> |
| Workshop: | <input type="checkbox"/> |
| Recognition: | <input type="checkbox"/> |
| Emergency Action: | <input type="checkbox"/> |

ACTION REQUESTED:

The superintendent is recommending that the board approve the 2022-23 Head Start (HS) and Early Head Start (EHS) 2.28% COLA and QI.

RATIONALE/BACKGROUND:

The Head Start/Early Head Start 2.28% COLA and QI funding budget will be used to cover salaries and fringe benefits. The attached documents reflect the increase in budgets as a result of the 2.28% COLA and QI.

ATTACHMENT(S):

- A: 2.28% COLA for HS EHS Budget
- B: HS EHS QI
- C: HS Exhibit A-1 Training and Technical Assistance (T&TA) Funds
- D: EHS Exhibit A-1 T&TA Funds

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

FISCAL IMPACT:

Current Budget: Head Start	<u>\$ 8,888,412</u>
Early Head Start	<u>\$ 2,031,105</u>
Total Current Budget:	<u>\$10,919,517</u>
T&TA Head Start	<u>\$ 33,400</u>
T&TA Early Head Start	<u>\$ 30,912</u>
Head Start 2.28% COLA	<u>\$ 204,357</u>
Early Head Start 2.28% COLA	<u>\$ 46,161</u>
Head Start QI	<u>\$ 55,114</u>
Early Head Start QI	<u>\$ 12,922</u>
Total Budget with COLA, QI, and T&TA:	<u>\$ 11,302,383</u>
Funding Source:	<u>Federal-Health & Human Services</u>
Current Year Only	<input checked="" type="checkbox"/>
On-going	<input type="checkbox"/>

LCAP/STRATEGIC PLAN:

- | | |
|-----------------------------|-------------------|
| Goal: <u>1, 2</u> | Focus: <u>N/A</u> |
| Action: <u>N/A</u> | |
| Strategic Plan: <u>1, 2</u> | |

PREPARED BY: Lisa Teal, Program Manager, Early Childhood Education

APPROVED BY: Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education & Programs *AT*
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*



Office of Head Start

09CH011763-203 - San Juan Unified School District/Child Development
 FY2021 - 08/01/2022-7/31/2023 - Supplement - COLA

Early Head Start - Budget Categories

Budget Category	Program Operations	Training Technical Assistance	Non-Federal Share
Personnel	\$29,393	\$0	\$0
Fringe Benefits	\$8,284	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$6,988	\$0	\$0
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$14,771
Total Direct Charges	\$44,665	\$0	\$14,771
Indirect Charges	\$1,496	\$0	\$0
Total	\$46,161	\$0	\$14,771



Office of Head Start

09CH011763-003 - San Juan Unified School District/Child Development
FY2022 - 08/01/2022-7/31/2023 - Supplement - COLA

Head Start - Budget Categories

Budget Category	Program Operations	Training Technical Assistance	Non-Federal Share
Personnel	\$111,961	\$0	\$0
Fringe Benefits	\$34,553	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$5,630	\$0	\$0
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$45,500	\$0	\$64,868
Total Direct Charges	\$197,735	\$0	\$64,868
Indirect Charges	\$6,622	\$0	\$0
Total	\$204,357	\$0	\$64,868



Office of Head Start

09CH011763-203 - San Juan Unified School District/Child Development
FY2022 - 08/01/2022-7/31/2023 - Supplement - Quality Improvement (QI)

Early Head Start - Budget Categories

Budget Category	Program Operations	Training Technical Assistance	Non-Federal Share
Personnel	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$12,922	\$0	\$0
Total Direct Charges	\$12,922	\$0	\$0
Indirect Charges	\$0	\$0	\$0
Total	\$12,922	\$0	\$0



Office of Head Start

09CH011763-003 - San Juan Unified School District/Child Development
FY2022 - 08/01/2022-7/31/2023 - Supplement - Quality Improvement (QI)

Head Start - Budget Categories

Budget Category	Program Operations	Training Technical Assistance	Non-Federal Share
Personnel	\$40,037	\$0	\$0
Fringe Benefits	\$9,941	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$3,351	\$0	\$0
Total Direct Charges	\$53,329	\$0	\$0
Indirect Charges	\$1,786	\$0	\$0
Total	\$55,114	\$0	\$0

EXHIBIT A-1

**SUMMARY OF FEDERAL FUNDS, CHILDREN TO BE SERVED,
CHILD-ADULT RATIO, AND PROGRAM OPTIONS**
HEAD START – 09CH011763

Delegate: San Juan Unified School District

Delegate #:09-CH011763-003

Street Address: 5309 Kenneth Ave.

City: Carmichael

Zip: 95608

Head Start Director's Name: Ms. Lisa Teal

Phone: 916-971-5903

Policy Council Chairperson: Ms. Kara Long

Phone: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Zip: [REDACTED]

Federal Share:

PA 22 (HS Basic)	\$ 8,963,043
PA 20 (HS T/TA)	\$ 33,400

Local Share:(25% of total Federal share or 20% of total program cost) \$ 2,249,111Total Program Costs:\$11,245,554

Use one chart per program option for each group of children served for different hours of service for each year.

Program Information – Option 1: Head Start - Duration	PA 22
(a) Number of children to be enrolled	300
(b) Child/Adult Ratio	1:10
(c) Number of handicapped children to be enrolled:	63
(d) Number of weeks per year that program will operate: i. First day of class: <u>August 22, 2022</u> Last day of class: <u>June 7, 2023</u>	35
(e) Number of classes:	15
(f) Number of classroom operation hours per day: <u>6.5 (M, T, W, F) and 3.75 (Thurs.)</u>	6.5 (3.75)
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	32.5
(i) Number of classroom operation days per year:	175
(j) Total number of hours per program year (f times i)	1,022
(k) Number of teachers:	15
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides:	15
(o) Number of home visits per year:	2

(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement:	\$23,200
(r) Center(s) / Classroom(s) in this Option: Arlington Heights (Rm.6-1700V), Cottage(Rm.B2-1709V), Dyer Kelly (Rm C113-1703V), Encina (Rm.U4-1712W), General Davie Ctr.(Rm.14-1727T, Rm.18-1727S; Rm.19-1727I; Rm.21-1727W), Lichen (Rm.D4-1706V), Marshall (Rm.7-1707V), Pasadena (Rm.25-1718R), Ralph Richardson(Rm.1-1719X; Rm.2-1719V), Sunrise (Rm.4-1746V)	
(s) Comments:	

Program Information – Option 2: LDO/WRAP Head Start & State Preschool	PA 22
(a) Number of children to be enrolled	744
(b) Child/Adult Ratio	1:8
(c) Number of handicapped children to be enrolled:	74
(d) Number of weeks per year that program will operate: i. First day of class: <u>August 22, 2022</u> Last day of class: <u>June 7, 2023</u>	35
(e) Number of classes:	31
(f) Number of classroom operation hours per day: 6.5 (M, T, W, F) and 3.75 (Thurs.)	6.5 (3.75)
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	32.5
(i) Number of classroom operation days per year:	1,022
(j) Total number of hours per program year (f times i)	175
(k) Number of teachers:	31
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same HS teacher in AM and PM class):	N/A
(n) Number of paid teacher aides:	31*
(o) Number of home visits per year:	2
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement:	\$56,800
(r) Center(s) / Classroom(s) in this Option: Choices: Rm19-1704R, Coleman: (Rm.15-1708R; Rm.26-1708S; Rm.B-1708T), Coyle: (Rm.K1-1744R), Encina: (Rm. U3-1712V), Garfield: Rm.KA-1722W; Rm.KB-1722R; Rm.1-1727Y), General Davie Ctr.: (Rm.1-1727R; Rm.2-1727P; Rm.12-1727Z;, Rm.15-1727H; Rm.16-1727X; Rm.17-1727Y), Grand Oaks: (Rm.6-1710R), Howe Ave.: (Rm. J1-1725R; Rm.J2-1725S; Rm.J6-1725T; Rm.J7-1725X), Kingwood: (Rm.19-1717S), Mariposa: (Rm.3-1714R), Marshall: (Rm.2-1707R; Rm.3-1707X; Rm.4-1707S, Rm.8-1707T), Ralph Richardson: (Rm.3-1719R), Skycrest: (Rm.C1-1716R; Rm.C2-1716S), Sunrise: (Rm1-1746R, Rm.2-1746S)	
(s) Comments: *1:8 teacher ratio is met with 1 teacher and CDA funded by HS. The additional adult in the classroom is a NISA (1 per class) resulting in a 1:8 ratio.**These classes are a collaboration between Head Start and State/CDE and operate under an ACF-approved class-size to enroll up to 24 children per classroom.	

Summary of Program Options: Head Start

Center-Based Funded Enrollment:	
Option 1 - Head Start – Duration	300
Option 2 – LDO/HS-CSPP WRAP	744
Total Head Start Funded Enrollment	1044

EXHIBIT A-1

**SUMMARY OF FEDERAL FUNDS, CHILDREN TO BE SERVED,
CHILD-ADULT RATIO, AND PROGRAM OPTIONS
EARLY HEAD START – 09CH011763**

Delegate: San Juan Unified School District

Delegate #: 09-CH011763-203

Street Address: 5309 Kenneth Ave.

City: Carmichael

Zip: 95608

Head Start Director's Name: Ms. Lisa Teal

Phone: 916-971-5903

Policy Council Chairperson: Ms. Kara Long

Phone: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Zip: [REDACTED]

Federal Share:

PA 25 (EHS Basic)	\$2,024,595
PA 11 (EHS T/TA)	\$ 30,912

Local Share:(25% of total Federal share or 20% of total program cost) \$ 513,877**Total Program Costs:**\$2,569,384

Use one chart per program option for *each group of children served for different hours of service for each year*.

Program Information – Option 1: Full Day-Center Based Year Round	PA 25
(a) Number of children to be enrolled	48
(b) Child/Adult Ratio	1:4
(c) Number of handicapped children to be enrolled:	5
(d) Number of weeks per year that program will operate: i. First day of class: <u>August 1, 2022</u> Last day of class: <u>July 31, 2023</u>	42
(e) Number of classes:	6
(f) Number of classroom operation hours per day:	7
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	40
(i) Number of classroom operation days per year:	211
(j) Total number of hours per program year (f times i)	1,477
(k) Number of teachers:	12
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same teacher in AM and PM class):	N/A
(n) Number of paid teacher aides:	0
(o) Number of home visits per year:	2

(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement:	10,000
(r) Center(s) / Classroom(s) in this Option: Encina I/T- 1751O, 1751P; Fair Oaks IT – 1752O,1752P; San Juan I/T – 1755O, 1755P	
(s) Comments: Staffing includes a NISA (funded by the State); total classroom staff 3.	

Program Information – Option 2: Full-Day Center Based (10 months)	PA 25
(a) Number of children to be enrolled	32
(b) Child/Adult Ratio	1:4
(c) Number of handicapped children to be enrolled:	3
(d) Number of weeks per year that program will operate: i. First day of class: August 15, 2022 Last day of class: June 7, 2023	35
(e) Number of classes:	4
(f) Number of classroom operation hours per day:	8
(g) Number of classroom operation days per week:	5
(h) Number of classroom operation hours per week (f times g):	40
(i) Number of classroom operation days per year:	173
(j) Total number of hours per program year (f times i)	1,211
(k) Number of teachers:	8
(l) Number of teacher hours per week:	40
(m) Number of double sessions (same teacher in AM and PM class):	0
(n) Number of paid teacher aides:	0
(o) Number of home visits per year:	12
(p) Number of hours per home visit:	1.5
(q) Anticipated USDA (CCFP) food reimbursement:	\$7,000
(r) Center(s) / Classroom(s) in this Option: General Davie Center I/T – 1753M, 1753U; Marvin Marshall I/T – 1754M,1754U	

Program Information - Home-Based:	PA 25
(a) Number of children to be enrolled:	84
(b) Number of home visitors:	7
(c) Number of families per home visitor:	12
(d) Number of home visits per child per month:	4
(e) Number of home visits per child per year:	46
(f) Number of hours per home visit:	1.5
(g) Number of socialization experiences per child per month:	2
(h) Number of hours per socialization:	2
(i) Number of weeks of home-based operation per year:	52
(j) Number of weekly hours of home visitor employment:	40
(k) Number of weeks of home visitor employment:	52
(l) Home visits will begin on <u>August 1, 2022</u> and end on <u>July 31, 2023</u>	46

Summary of Program Options: Early Head Start	
Center-Based Funded Enrollment:	
Option 1 – Full Day-Year Round	48
Option 2 – Full Day-School Year	32
Home Based Funded Enrollment:	84
Total Early Head Start Funded Enrollment	164

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

AGENDA ITEM: G-7

MEETING DATE: 05/10/2022

SUBJECT: California State Preschool Program
Continued Funding Application

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

DEPARTMENT: Early Childhood Education

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4018 approving the California State Preschool Programs (CSPP) Continued Funding Application.

RATIONALE/BACKGROUND:

The California Department of Education (CDE), overseeing CSPP, and the California Department of Social Services (CDSS), overseeing General Child Care and Development (CCTR), have separated and will now proceed to operate independently. All previous CCTR and CSPP contracts included a resolution allowing the Early Childhood Education program manager and administrators to sign contracts. CDE is requesting an additional resolution be signed for the Continued Funding Application prior to approving the fiscal year 2022-23 application for funding.

ATTACHMENT(S):

A: Fiscal Year 2022-23 Continued Funding Application
B: Resolution No. 4018 CDE Authorized Delegates

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

FISCAL IMPACT:

Contract Budget: To be determined after CAP is accepted
Additional Budget: \$ N/A
Funding Source: Federal Child Care & Development Programs
(unrestricted base, supplemental, other restricted, etc.)
Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: 1, 2 Focus: N/A
Action: N/A
Strategic Plan: 1, 2

PREPARED BY: Lisa Teal, Program Manager, Early Childhood Education

APPROVED BY: Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education and Programs
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*

California Department of Education
Early Education Division

EED-3704
CFA FY 2022-23

Section I – CSPP Contractor Information

Legal Name of CSPP Contractor:	San Juan Unified School District
CSPP Contractor <i>Doing Business As (DBA)</i> :	
Headquartered County:	34 Sacramento
Vendor Number:	6744
Executive Director Name:	Kent Kern
Executive Director Telephone Number:	916-971-7104
Executive Director Fax Number:	916-971-7700
Executive Director Email Address:	kkern@sanjuan.edu
Legal Business Address:	3738 Walnut Ave
City:	Carmichael
Zip Code:	95608
Mailing Address (if different from above):	P.O. Box 477
City:	Carmichael
Zip Code:	Ca
Name of Person Completing the CFA:	Lisa Teal
Title of Contact Person Completing the CFA:	Program Manager
Contact Person Telephone Number:	916-971-5912
Contact Person Email Address:	lisa.teal@sanjuan.edu

APPROVED AS TO FORM
LC FOR 4/22/22
Date
Linda C.T. Simlick
General Counsel, SJUSD

Contractor Name: San Juan Unified School District **Vendor #:** 6744 **County:** 34 Sacramento

Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

CSPP Type

- Full-Day/Full-Year
- Part-Day/Part-Year
- Family Childcare Home Education Network

Contractor Name: San Juan Unified School District Vendor #: 6744 County: 34 Sacramento

Section III – CSPP Contractor's Officers and Board of Directors Information

Does the CSPP contractor have a board of directors? Yes No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

Yes No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.)
Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Paula Villescaz	President	916-971-7111	3738 Walnut Ave, Carmichael, CA 95608	paula.villescaz@sanjuan.edu
Michael McKibbin Zima Creason	Vice-President Clerk	916-971-7111	3738 Walnut Ave, Carmichael, CA 95608	michael.mckibbin@sanjuan.edu zima.creason@sanjuan.edu
Pam Costa Saul Hernandez	Member Member	916-971-7111	3738 Walnut Ave, Carmichael, CA 95608	pcosta@sanjuan.edu saul.hernandez@edu

Contractor Name: San Juan Unified School District **Vendor #:** 6744 **County:** 34 Sacramento

Section IV – Program Narrative

- A. Please select the box below if the CSPP contractor does not have programmatic or calendar changes to their CSPP.

No changes

- B. Please select all applicable fields below if the CSPP contractor does have programmatic or calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Note: Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

Programmatic change

Calendar change

Program Narrative Change

Fiscal Year 2022–23

Contractor Legal Name (Full spelling of legal name required. Acronyms or site names not accepted):

San Juan Unified School District-Early Childhood Education

Four-Digit Vendor Number: **6744** **County:** 34 Sacramento

Program Type: California State Preschool Program (CSPP)

Change Type (Check one):

Calendar (MDO) Change

Programmatic Change

Please include responses to the following (3) questions below:

1. Identify the program component for which you are requesting a change.

Coleman CSPP, room 15 and 26

2. Describe how the program currently provides services to children and families in relation to the above-identified program component.

Both classrooms at Coleman provide part day CSPP classes for up to 24 students.

3. Describe the proposed change, and how services will be improved if the change is implemented.

We are losing the use of the two classrooms we have at Coleman and have to move in June 2022. We have secured two classrooms at Twin Lakes Elementary School that is less than 3 miles away from Coleman. We will still serve the same demographic area.

Under penalty of perjury, I certify as the authorized contractor representative, that all applicable State and federal statutes and regulations will be observed.

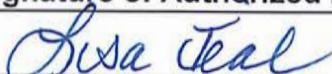
Name and Title of Authorized Representative:

Lisa Teal, Program Manager

Telephone:

916-971-5912

Signature of Authorized Representative:



Date:

12/01/2021

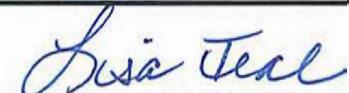
Contractor Name: San Juan Unified School District **Vendor #:** County:
6744 34 Sacramento

Section V – CSPP Personnel Certification

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the California *Education Code* (EC); and the *California Code of Regulations*, Title 5 (5 CCR); and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

Signature of the CSPP Contractor's Authorized Representative:



Printed Name and Title of the CSPP Contractor's Authorized Representative:

Lisa Teal, Program Manager

Date of Signature:

12/01/2021

Authorized Representative's Telephone Number:

916-971-5912

Authorized Representative's Email Address:

lisa.teal@sanjuan.edu

Contractor Name: San Juan Unified School District Vendor #: County:
6744 34 Sacramento

Section VI – Subcontract Certification

- A. Please select the box below if the CSPP contractor does not have subcontractors, and move to section VII:

No subcontractors

- B. Please select the box below if the CSPP contractor does have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:
<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of the CSPP Contractor's Authorized Representative:



Printed Name and Title of the CSPP Contractor's Authorized Representative:

Lisa Teal, Program Manager

Date of Signature:

12/01/2021

Authorized Representative's Telephone Number:

916-971-5912

Authorized Representative's Email Address:

lisa.teal@sanjuan.edu

Contractor Name: San Juan Unified School District	Vendor #: County: 6744 34 Sacramento
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Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code*.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
 - Operational and programmatic requirements.

Contractor Name: San Juan Unified School District **Vendor #:** 6744 **County:** 34 Sacramento

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022-23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022-23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Signature of the CSPP Contractor's Authorized Representative:



Printed Name and Title of the CSPP Contractor's Authorized Representative:

Lisa Teal, Program Manager

Date of Signature:

12/01/2021

Authorized Representative's Telephone Number:

916-971-5912

Authorized Representative's Email Address:

lisa.teal@sanjuan.edu

Contractor Name: San Juan Unified School District Vendor #: County:
6744 34 Sacramento

**Section VIII – Certification of CSPP Contractor Information in the
Child Development Management Information System**

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

San Juan Unified School District

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

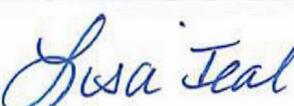
- Executive Director/Superintendent information
 - Program Director information
 - Sites and Licenses and/or Office information
 - CSPP Family Child Care Home Education Network (FCCHEN) provider summary information
-

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

San Juan Unified School District

as of the date this certification is signed.

Program Director/Authorized Representative Signature:



Date Signed:

12/01/2021

Printed Name of Program Director/Authorized Representative:

Lisa Teal

Contractor Name: <u>San Juan Unified School District</u>	Vendor #: <u>6744</u>	County: <u>34 Sacramento</u>
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Section IX – Required Attachments

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at:
<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022–23 Program Calendar (ELCD-9730)**
- B. Payee Data Record (STD. 204) (Non-public agencies only)**
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**
- D. Secretary of State (Non-public agencies only)**
- E. Verification of School District Name and Address (Public agencies only)**
- F. Program Narrative Change (ELCD 3704A) (As applicable)**
- G. Subcontractor Certification (ELCD 3704B) (As applicable)**
- H. California Civil Rights Laws Certification (CO-005)**
- I. Contractor Certification Clauses (CCC 04/2017)**
- J. Federal Certification (CO.8)**
- K. For Public Agencies only, include a copy of the agency's board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**

Contractor Name: San Juan Unified School District Vendor #: County:
6744 34 Sacramento

Section X – CFA Checklist

Section	Section Description	Page	Check
Section I	CSPP Contractor Information	2	<input checked="" type="checkbox"/>
Section II	CSPP Contract Type	3	<input checked="" type="checkbox"/>
Section III	CSPP Contractor's Officers and Board of Directors Information	4	<input checked="" type="checkbox"/>
Section IV	Program Narrative	5	<input checked="" type="checkbox"/>
Section V*	CSPP Personnel Certification	6	<input checked="" type="checkbox"/>
Section VI*	Subcontractor Certification	7	<input checked="" type="checkbox"/>
Section VII*	CSPP Contractor Certification	8	<input checked="" type="checkbox"/>
Section VIII*	Certification of CSPP Contractor Information in the CDMIS Database	10	<input checked="" type="checkbox"/>
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	<input checked="" type="checkbox"/>
Section IX B.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	11	<input type="checkbox"/>
Section IX C.*	Payee Data Record Supplement (STD. 205) (Non-public agencies only)	11	<input type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	11	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search, as applicable	11	<input checked="" type="checkbox"/>
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	<input checked="" type="checkbox"/>

Contractor Name:

San Juan Unified School District

Vendor #: County:

6744 34 Sacramento

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	<input type="checkbox"/>
Section IX H.*	California Civil Rights Laws Certification (CO-005)	11	<input checked="" type="checkbox"/>
Section IX I.*	Contractor Certification Clauses (CCC 04/2017)	11	<input checked="" type="checkbox"/>
Section IX J.*	Federal Certification (CO.8)	11	<input checked="" type="checkbox"/>
Section IX K.*	For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable	11	<input checked="" type="checkbox"/>

All Sections must be included in the CFA package, as applicable

*Bolded sections require a signature

Fiscal Year 2022–23 Program Calendar

Name of CSPP Contractor	Vendor Number	County	Contract Type
		34 - Sacramento	CSPP Part-Day/Part Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	*	*	*	*	*	*

July Days of Operation

August 2022						
Sun	M	Tu	W	Th	F	Sat
*	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	X	X	X	X	X	27
28	X	X	X	*	*	*

August Days of Operation

September 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	*

September Days of Operation

October 2022						
Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	*	1
2	3	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

October Days of Operation

November 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	11	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	X	X	X	*	*	*

November Days of Operation

December 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	23	24
25	26	27	28	29	30	31

December Days of Operation

January 2023						
Sun	M	Tu	W	Th	F	Sat
1	2	3	4	5	6	7
8	9	X	X	X	X	14
15	16	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

January Days of Operation

February 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	20	21	22	23	24	25
26	X	X	*	*	*	*

February Days of Operation

March 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	20	X	X	X	X	25
26	X	X	X	X	X	*

March Days of Operation

April 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	3	4	5	6	7	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	*	*	*	*	*	*

April Days of Operation

May 2023						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	29	X	X	*	*	*

May Days of Operation

June 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	*

June Days of Operation

Fourth Quarter Subtotal
Total Days of Operation

EED Consultant Initials (for CDE use only)

Date approved by EED Consultant (for CDE use only)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

San Juan Unified School District, Early Childhood Education

2. Federal ID Number:

94-6002533

3. By (Authorized Signature):

Lisa Teal

4. Printed Name and Title of Person Signing:

Lisa Teal, Program Manager

5. Date Executed:

12/1/21

6. Executed in the County and State of:

Sacramento, California

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Juan Unified School District, ECE	94-6002533
By (Authorized Signature)	



Printed Name and Title of Person Signing

Lisa Teal, Program Manager

Date Executed	Executed in the County of
12/01/2021	Sacramento

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CO.8 (REV. 06/20)

California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d),(e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)
San Juan Unified School District, Early Childhood Education

CONTRACT #

CSPP-1409

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Lisa Teal, Program Manager

SIGNATURE



DATE

12/01/2021

HUMAN RESOURCES

The following reports are submitted for board approval

Personnel Pages	Page #
Appointments	
Management	1
Certificated	
Classified	1
Leaves of Absence	
Management	
Certificated	
Classified	
Separations	
Management	1
Certificated	1 - 3
Classified	3 - 4
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 February 23, 2021 Board Meeting

1. APPOINTMENTS

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Flowers, Cassandra	Prob	Behavior Support Spec	Special Education-Kenneth	03/08/21
New Hire	Hopkins, Matthew	Prob	Behavior Support Spec	Special Education-Kenneth	03/01/21
Promotion	Teal, Lisa	Prob	Program Manager ECE	Early Childhood Education	02/03/21

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Baldwin-Fleming, Marcella	Prob	Instructional Assistant II	Del Campo	02/01/21
New Hire	Fana Azin, Nooria	Prob	IA-Bilingual-Farsi	Mira Loma	02/08/21
New Hire	Fear, Michael	Prob	Instructional Assistant III	Pasteur	02/02/21
New Hire	Mohammed, Roula	Prob	Instructional Assistant II	Arcade	02/01/21
New Hire	Pereira, Analia	Prob	Custodian	Garfield	02/01/21
New Hire	Peterson, Kyle	Prob	Custodian	Mariposa	02/02/21
Rehire	Clark, Philip	Prob	Instructional Assistant II	Mariemont	02/02/21
Rehire	Klapheck, David	Prob	Instructional Assistant III	Del Campo	02/03/21

2. SEPARATIONS

CERTIFICATED SUPERVISORY

Type	Name	Status	Assignment	Location	Effective Date (s)
PARS Retirement	Berke, Terri	Perm	Vice Principal 9/12	Del Campo	06/30/21
PARS Retirement	Davis, Laura	Perm	Prog Spec-Special Education	Special Education-Kenneth	06/17/21
PARS Retirement	Hammer-Agor, Norma	Perm	ECE Administrator	Early Childhood Education	06/30/21
PARS Retirement	Happoldt, Mildred	Perm	Principal K/6	Cowan	06/29/21
PARS Retirement	Hopton, Lee Ann	Perm	Principal 7/8	Arcade	06/29/21
PARS Retirement	Loper, Rebecca	Perm	Principal K/6	Schweitzer	06/30/21
PARS Retirement	Tracy, Lynne	Perm	Principal 9/12	Mira Loma	06/30/21
PARS Retirement	Yates, Christy	Perm	Psychologist	Special Education-Kenneth	06/18/21

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
PARS Retirement	Aytch, Bonita	Perm	Coord Family Engagement	Family and Comm Engmnt	06/30/21
PARS Retirement	Bond, Aaron	Perm	Coord Sch Technology Sppt	Technology Services	06/30/21
PARS Retirement	Dulduao, Filpinas	Perm	Director Fiscal Services	Fiscal Services	06/30/21
PARS Retirement	Flagler, Michelle	Perm	Dir Admissions/Fam Services	Central Enrollment/Fam Svcs	06/30/21
PARS Retirement	Leet, Laura	Perm	Construction Manager	Maintenance and Operations	06/30/21
PARS Retirement	Melendez-Quadros, Martha	Perm	Prog Mgr EL/Multi Cultural Ed	English Language Learning	06/02/21
PARS Retirement	Mitchell, Roxanne	Perm	Dir Student Learning Assist	Teaching and Learning	06/28/21
PARS Retirement	Purvis, Peggy	Perm	Director Human Resources	Human Resources	06/29/21
PARS Retirement	Stephens, Kent	Perm	Deputy Superintendent	Fiscal Services	06/29/21

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Adams, Celina	Prob	Counselor 9/12	Casa Roble	06/08/21
Resignation	Ban, Emily	Prob	Teacher Grade 7/8	Edison	06/09/21
Resignation	Banning, Alicia	Prob	Teacher Grade 9/12	Mira Loma	06/09/21
Resignation	Bosch, Jenna	Prob	Language/Speech/Hrg Spec	Cameron Ranch	06/09/21
Resignation	Carman, Isaac	Prob	Tch-Trav Elem Clsmr-Art	Teaching and Learning	06/09/21
Resignation	Feliz, Brittany	Prob	Tch-Resource Spec K/12	Edison	06/09/21
Resignation	Lopez, Ilse	Prob	Teacher Grade 3	Thomas Kelly	06/09/21
Resignation	Luehrs, Monica	Prob	Tch-Severely Hndcp	General Davie Jr.	06/09/21
Resignation	McCurley, Joseph	Prob	Teacher Grade 7/8	Starr King	06/09/21
Resignation	Simmons, Steve	Prob	Tch-Trav Elem Cismr-PE	Teaching and Learning	06/09/21
PARS Retirement	Adicoff, Karen	Perm	Teacher Grade 4	Carriage	06/10/21
PARS Retirement	Anderson, Brian	Perm	Teacher Grade 9/12	El Camino	06/10/21
PARS Retirement	Baird, Dean	Perm	Teacher Grade 9/12	Rio Americano	06/09/21
PARS Retirement	Ball, Rita	Perm	Tch-Independent Study	El Sereno	06/10/21
PARS Retirement	Barbieri, Hilary	Perm	Language/Speech/Hrg Spec	Special Education-Kenneth	06/11/21
PARS Retirement	Barlow, Kerry	Perm	Tch-Emotional Dstbd	Rio Americano	06/28/21
PARS Retirement	Beck, Victoria	Perm	Tch-Resource Spec K/12	Del Dayo	06/10/21
PARS Retirement	Berkowitz, Kathryn	Perm	Tch-Severely Hndcp	Mesa Verde	06/25/21

San Juan Unified

County	Sacramento
District	San Juan Unified <u>List of active district's schools</u>
CDS Code	34 67447 0000000
District Address	3738 Walnut Ave. Carmichael, CA 95608-3056 <u>Google Map</u>
Mailing Address	PO Box 477 Carmichael, CA 95609-0477
Phone Number	(916) 971-7700
Fax Number	(916) 971-7070
Email	<u>nroux@sanjuan.edu</u>
Web Address	<u>www.sanjuan.edu</u>
Superintendent	Kent Kern Superintendent <u>kkern@sanjuan.edu</u>
Chief Business Official	Jennifer Stahlheber Chief Financial Officer (916) 971-7248 <u>jennifer.stahlheber@sanjuan.edu</u>
Status	Active
District Type	Unified School District
Low Grade	P
High Grade	Adult
NCES/Federal District ID	0634620
CDS Coordinator (Contact for Data Updates)	Marea Touray (916) 971-7200 <u>Request Data Update(s)</u>
Last Updated	June 17, 2019



California Department of Education
FY 2022–23

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2022–23, the Continuing Funding Application, and all related contract documents.

RESOLUTION NO. 4018

BE IT RESOLVED that the Governing Board of
San Juan Unified School District

authorizes that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
<u>Lisa Teal</u>	<u>Program Manager</u>	<u><i>Lisa Teal</i></u>
<u>Stacey Shorey</u>	<u>Administrator</u>	<u><i>Stacey Shorey</i></u>
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ (month, year), by the
Governing Board of San Juan Unified School District
of Sacramento County, in the State of California.

I, _____, Clerk of the Governing Board of
San Juan Unified School District, of Sacramento _____, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a Board of Education meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

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

AGENDA ITEM: **G-8**

MEETING DATE: **05/10/2022**

SUBJECT: Third Amendment of Facility Lease
Agreement Between San Juan Unified School District
and Choices Charter School

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

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board approve the third lease amendment for Choices Charter School for the 2022-23 school year.

RATIONALE/BACKGROUND:

Pursuant to Proposition 39, regulations for charter school groups have requested district facilities and the district have responded to the request as required in providing the charter school with facilities and equipment.

Proposition 39 prescribes that charter schools which have made a timely request for facilities under the provisions of Proposition 39 may only be charged a pro rata share of the district's unrestricted general fund expenditures from the prior year (2021-2022) for the in-district students the charter school will be providing services to. Out of district students may be charged "market rate" fees.

This amendment to the charter school lease updates the facility fees for the 2022-2023 school year. The term of the agreement extends the lease, through June 30, 2023, with the option to renew for four consecutive years. The agreement and amendment have been drafted in accordance with education code sections 11969 and 47600 et seq.

ATTACHMENT(S):

A. Choices Lease Amendment No. 3

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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: Frank Camarda, Chief Operations Officer 

APPROVED BY: Kent Kern, Superintendent of Schools 

**2022-23 AMENDMENT TO FACILITY LEASE AGREEMENT
BILLY MITCHELL CAMPUS**

This AMENDMENT to the Lease Agreement is made by and between San Juan Unified School District ("District") and Choices Charter Schools ("Choices" or "Charter School" or "Tenant"), and is dated as of this _____ day of _____ 2022.

WITNESSETH:

WHEREAS, the District and Tenant have previously executed the facility lease agreement, dated June 30, 2016 (the "Lease") pursuant to the terms of which Tenant has leased from the District the portion of Billy Mitchell Elementary School Site, located at 4425 Laurelwood Way, Sacramento, California 95864 ("School Site") containing the building thereon, contiguous school grounds and non-exclusive use of the school parking lot, restrooms, playground and playing fields thereon , as shown in Exhibit A of the Lease amendment.

WHEREAS, District and Tenant executed an amendment to the facility lease agreement on March 29, 2019 extending the term of the lease and updating the facilities costs for the 2019-2020 academic year;

WHEREAS, District and Tenant executed an amendment to the facility lease agreement on October 13, 2020 extending the term of the lease and updating the facilities costs for the 2020-2021 academic year.

WHEREAS, District and Tenant executed an amendment to the facility lease agreement on February 10, 2021 extending the term of the lease and updating the facilities costs for the 2021-2022 academic year.

WHEREAS, the District and Tenant have agreed to make certain modifications to the Lease, which modifications will supersede and replace the language as referenced.

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. **FACILITIES COSTS:** Section 4.a. is amended to strike the first paragraph and inserting in lieu thereof the following:

a. **Facilities Costs:** Choices shall pay a pro rata share of the District's facilities costs as provided in 5 C.C.R. Section 11969.7 (referred to herein as "pro rata share charge"). The pro rata charges for the 2022-2023 school year are provided as Exhibit B of the 2022-2023 lease amendment, attached hereto and included herein. The pro rata share amount shall be paid monthly. The obligation to begin paying the pro rata share charge shall begin on the date of possession, July 1, 2022, and shall end on June 30, 2023.

2. **AUTHORITY:** The Parties represent that the individual(s) signing this Amendment on its behalf

are duly authorized and have legal capacity to sign this Amendment and bind the Parties to its terms. Each Party acknowledges that the other Party has relied upon this representation and warranty in entering into this Amendment.

3. MODIFICATION: Except as modified by the terms of this Amendment all other terms and conditions of the Lease shall remain in full force and effect.

4. BOARD APPROVAL: The effectiveness of this Amendment shall be contingent upon approval by the District's Governing Board as required by law.

5. COUNTERPARTS: The Parties may sign this Amendment in counterparts, each of which is an original and all of which taken together form one single document.

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

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

Date: _____

Date: 3/31/22

San Juan Unified School District

Tay Doh
Choices Charter

Approved as to Form:

 FOR 4/26/22
Linda Simlick, General Counsel
San Juan Unified School District

Approved and ratified this _____ day of _____, 2022 by the San Juan Unified School District Board of Education by the following vote:

**Michael McKibbin, Ed.D, President,
San Juan Unified School District Board of
Education**

Attest:

**Pam Costa, Clerk,
San Juan Unified School District Board of
Education**

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

AGENDA ITEM: G-9

MEETING DATE: 05/10/2022

SUBJECT: Site License Between
San Juan Unified School District and New
Cingular Wireless PCS, LLC

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

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board approve the site license agreement between New Cingular Wireless PCS, LLC for the cell tower site located at 6135 Sutter Avenue, Carmichael, CA 95608 (Maintenance and Operations).

RATIONALE/BACKGROUND:

This license agreement pertains to the Maintenance and Operations cell tower site, where the district's current temporary agreement ended on April 30, 2022. Both parties have agreed to enter into a new site license agreement effective May 1, 2022, with amendments to the terms and conditions of the site license, pending board approval.

ATTACHMENT(S):

A: Site License Agreement

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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: Frank Camarda, Chief Operations Officer 

APPROVED BY: Kent Kern, Superintendent of Schools 

Market: San Francisco/Sacramento
 Cell Site Number: CVL01480
 Cell Site Name: Winding Way (CA)
 Fixed Asset Number: 10090697

SITE LICENSE

LICENSOR: San Juan Unified School District

LICENSEE: New Cingular Wireless PCS, LLC,
 a Delaware limited liability company

TERM: Initial Term: Five (5) Years from License Fee Commencement Date

LICENSE FEE: Year 1 Two Thousand Five Hundred Dollars (\$2,500) per month
 (prorated for any partial month) for the first year of the Initial Term and
Year 2 and Until Termination of License: [License Fee Increased by
 3%] per year

EFFECTIVE DATE: Upon the Latter of Lessor and Licensee Signatures Below.

PROPERTY: 6135 Sutter Avenue, Carmichael, CA
 APN: 260-0080-043

LICENSED SITE:

- (i) ground space including the air space above such ground space, as described or depicted inside Lessor's building identified on attached **Exhibit A**, for the placement of Licensee's Equipment;
- (ii) space for any structural steel or other improvements to support Licensee's Equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");
- (iii) that certain dedicated air space eight feet (8') above and below a RAD Center elevation of eighty feet (80') on Lessor's existing one hundred foot (100') tall tower ("**Tower**") as described or depicted on **Exhibit A**, where Licensee shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- (iv) those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Lessor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Equipment Space and Antenna Space; and between Licensee's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Lessor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Licensed Site. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Licensed Site**."

RECITALS

- A. **WHEREAS**, Licensor is the owner of the Property; and
- B. **WHEREAS**, Licensor and Licensee's predecessor-in-interest, Sacramento Cellular Telephone Company doing business as Cellular One ("Cellular One") were parties to an Option and Grant of Easement dated October 27, 1992 (the "Agreement"); and
- C. **WHEREAS**, the Agreement granted Cellular One an easement for a portion of the Property for the operation of a cellular communications facility by Cellular One at the Licensed Site; and
- D. **WHEREAS**, on June 15, 1993, Licensor consented to the substitution of AT&T Wireless Services of California for Cellular One as the grantee under the Agreement; and
- E. **WHEREAS**, Licensee is the successor to the rights of AT&T Wireless Services of California under the Agreement; and
- F. **WHEREAS**, Licensee is a wholly-owned subsidiary of AT&T Mobility, LLC, a Delaware limited liability company ("AT&T Mobility"); and
- G. **WHEREAS**, as of December 16, 2013, AT&T Mobility entered into a series of master agreements with Crown Castle pursuant to which the management of the cellular communications facility at the Licensed Site was ultimately transferred from Licensee to Crown Castle while Licensee continued to operate the cellular communications facility therein; and
- H. **WHEREAS**, on or about June 1, 2013, the term of the Agreement expired; however, to date, Licensor allowed Crown Castle to continue to manage the cellular communications facility at the Licensed Site and Licensee to continue to operate the cellular communications facility therein; and
- I. **WHEREAS**, on February 19, 2020, Crown Castle notified Licensee in writing of Crown Castle's election to terminate its agreement to manage the cellular communications facility at the Licensed Site on behalf of Licensee effective as of March 31, 2020; and
- J. **WHEREAS**, on or about April 1, 2020, Licensor and Licensee entered into a Temporary Site License for the period of two (2) years, expiring by its terms on April 30, 2022; and
- K. **WHEREAS**, Licensor and Licensee wish to voluntarily terminate the Temporary Site License as of April 30, 2022, and enter into this Site License as of May 1, 2022, to define the new rights and obligations between Licensee and Licensor, and for Licensee to continue to operate its cellular communications facility at the Licensed Site; and
- L. **WHEREAS**, Licensor is willing to voluntarily terminate the Temporary Site License as of April 30, 2022, and enter into this License as of May 1, 2022, for Licensee to continue to operate its cellular communications facility at the Licensed Site, subject to the terms and conditions set forth hereunder; and
- M. **WHEREAS**, both parties now desire to enter into this long-term Site License ("License") subject to the terms and conditions contained here.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, Lessor and Licensee have agreed as follows:

TERMS AND CONDITIONS OF LICENSE

1. License of Licensed Site. During the Term hereof, Lessor hereby licenses that certain portion of the Property as depicted on Exhibit A attached hereto ("Licensed Site"), and grants to Licensee the right to install, operate and maintain at Licensee's expense and risk, temporary communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the "Equipment", as depicted on Exhibit A attached hereto) at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment from a public right-of-way on a twenty-four (24) hour, seven (7) day per week basis. Any changes to the Equipment on the License Site shall be subject to Lessor's prior reasonable written approval, not to be unreasonably withheld, delayed or conditioned, provided that (i) any changes to the Equipment within the Equipment Space which is not visible to Lessor or the general public from outside of the building where the Equipment Space is located or (ii) any replacement or upgrade of Equipment on the Tower which does not result in (A) a material increase in the structural load of the Tower or (B) a material change in the aesthetic appearance of Licensee's Equipment installed on the Tower shall not require Lessor's prior written approval.

2. License Fee. Commencing as of May 1, 2022 (the "Licensee Fee Commencement Date"), Licensee shall pay Lessor the first (1st) installment of the License Fee for the first (1st) full month of the Term. The License Fee for each subsequent month shall be due and payable in full by not later than the first (1st) day of each month. Lessor hereby grants to Licensee a "grace period" of forty-five (45) days after Lessor's governing board's approval of this License (as provided in Section 31 below) to deliver the first installment of the License Fee to Lessor. The License Fee shall be prorated for any partial month. Licensee's obligation to pay the License Fee is subject to Lessor's proper completion and delivery to Licensee of an IRS-W-9, CA FTB 590 and Licensee's Standard Payment Direction Form, all of which are attached as Exhibit B. Commencing on the first anniversary of the License Fee Commencement Date and continuing on each anniversary thereafter, the License Fee shall increase by three percent (3%) of the then effective License Fee.

3. Signing Bonus. In addition to the License Fee, the Licensee shall pay to the Lessor an additional one-time payment of Twenty Thousand Dollars (\$20,000) at the License Fee Commencement Date ("Signing Bonus"). This payment is tendered to Lessor as part of the consideration in entering into this License.

4. Term. The initial term of this License is five (5) years (the "Initial Term") commencing on the License Fee Commencement Date. Following the Initial Term, the Licensee may renew this License for up to four (4) additional five (5) year terms (the "Renewal Term(s)"). Hereafter, "Term" shall include the Initial Term and any applicable Renewal Terms. This License will be automatically renewed for each successive Renewal Term without further action by Licensee, unless Licensee notifies Lessor in writing of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Site on a month-to-month basis, which may be terminated by either party with thirty (30) days written notice. Notwithstanding anything to the contrary, this License shall not be revocable or terminable at will; it may only be terminated as specifically provided in this License.

5. Taxes. Licensee shall be solely responsible for the timely payment of personal property taxes which are directly attributable to the installation of the Equipment on the Property.

6. Sublease. In addition to the License Fee currently paid by Licensee to Lessor pursuant to this License, as further consideration for the right to exclusively use and lease the Licensed Site, if, after the full execution of this License, Licensee subleases, licenses or grants a similar right of use or occupancy in the Licensed Site to an unaffiliated

third party not already a subtenant on the Property (each a “**Future Subtenant**”), Licensee agrees to pay to Lessor fifty percent (50%) of the recurring rental, license or similar payments actually received by Licensee from such Future Subtenant (the “**Additional Rent**”) within thirty (30) days after receipt of said payments by Licensee. Licensee shall not grant any such sublease without Lessor’s formal written consent, such consent shall not be unreasonably withheld.

7. Modifications to Licensed Site. In the event the Licensee or Future Subtenant must make modifications of any kind to the Licensed Site (“**Future Modifications**”), the Licensee shall first obtain consent from the Lessor to make the Future Modifications, which consent shall not be unreasonably withheld, delayed or conditioned. The Licensee shall also be required to reimburse the Lessor for the direct costs incurred by Lessor to review and evaluate the proposed Future Modification, including services performed by the Division of State Architect and inspector services, provided that Lessor submits to Licensee a detailed invoice report evidencing such costs. There shall be no limit on the reimbursement for such services. In the event the Future Modifications lead to the Lessor incurring other direct costs, including but not limited to project management costs, the Licensee shall reimburse those direct costs to the Lessor in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) per Future Modification. Licensee and/or Future Subtenant shall reimburse Lessor for any costs specified in this section within thirty (30) days of Lessor’s issuance of an invoice, including receipts and supporting documentation, to Licensee and/or Future Subtenant for the same.

8. Removal of Equipment and Licensed Site Condition. Except as set forth herein, Licensee takes the Licensed Site as it finds it, and Lessor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term, and Licensee shall leave the Licensed Site in substantially the same condition that existed as of the License Fee Commencement Date, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted. Upon termination, Licensee shall be responsible to repair any damages to the Licensed Site caused by Licensee, its employees, agents or contractors, except to the extent caused by Lessor, its employees, agents or contractors. If Licensee fails to repair such damages within thirty (30) days after the effective termination date, then Licensee shall be responsible for the cost to Lessor for repair thereof within thirty (30) calendar days of receipt of an invoice, including receipts and supporting documentation, for the costs Lessor incurred if Lessor makes the repairs.

9. Indemnification. Licensee shall indemnify, defend and hold Lessor harmless against any and all third-party claims, liability, damages, expenses, or loss from the death or personal injury of any person, including any person who is an employee, subcontractor, independent contractor, or agent of Licensee, or the damage to or destruction of any property resulting from or arising out of the use or occupancy of the Property by Licensee, its employees, agents, officers, Board of Trustees, members of its Board of Trustees, and contractors (“**Licensee Parties**”); provided, however, Licensee shall have no obligation to indemnify, defend or hold harmless Lessor against any claims, liabilities and losses as may be due to or caused by the acts or omissions of Lessor, its employees, officers, agents and contractors (“**Lessor Parties**”), or any of them. Lessor shall indemnify, defend and hold Licensee harmless against any third-party claims, liability or loss from personal injury or property damage resulting from or arising out of (1) the use or occupancy of the Property by Lessor Parties, or any of them, and (2) contamination of the Property subsurface or structures with hazardous substances; provided, however, Lessor shall have no obligation to indemnify, defend or hold harmless Licensee against any such claims, liabilities and losses as may be due to or caused by the acts or omissions of Licensee Parties, or any of them. The obligations under this Section 9 shall survive the expiration or earlier termination of this License.

10. Compliance with Laws/Operation of Equipment. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Licensee’s use of the Equipment on the Property. Lessor agrees to comply with all Laws relating to Lessor’s ownership and use of the Property and any improvements on the Property. Licensee will install, operate and maintain its Equipment so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission (“**FCC**”)), with any

pre-existing radio or television transmitting or receiving equipment located on the Property, provided that such equipment is installed and operating in accordance with Laws. In the event that Licensee's Equipment causes interference with such other radio or television transmissions which are installed and operated in accordance with Laws, Licensee will promptly take reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to either de-power the portion of the Equipment (except for intermittent testing) or remove the portion of the Equipment from the Licensed Site. Lessor will not, nor will Lessor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Equipment, the operations of Licensee or the rights of Licensee under this License. Lessor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Lessor shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Lessor agrees to reasonably assist Licensee at no additional expense to Licensee in obtaining and maintaining permits or approvals necessary for the operation and maintenance of the Equipment.

11. Electrical Service/Telephone Service. Licensee will be responsible for paying all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Licensed Site. Lessor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If there is an emergency interruption in Licensee's electrical service for an extended period of time, in Licensee's reasonable determination, Lessor agrees to allow Licensee the right to bring on the Property in a location reasonably approved by Lessor a temporary generator for the duration of the interruption. In no event shall Lessor be responsible for providing electrical services to Licensee in the event of an emergency interruption in Licensee's electrical service. Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Licensed Site subject to Lessor's reasonable approval of the manner and location of the installations. Lessor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Licensee a license over the Property, from an open and improved public road to the Licensed Site, and upon the Licensed Site, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Licensed Site. Upon Licensee's or service company's request, Lessor will execute a separate license evidencing this grant, at no cost to Licensee or the service company. Any utilities installed by or for the benefit of Licensee prior to the Effective Date are deemed approved by Lessor.

12. Default/Right to Cure. The following will be deemed a default by Licensee and a breach of this License: (i) non-payment of any amount owed hereunder, including the License Fee, Signing Bonus, and any monies owed the Lessor under Sections 6, 7, and 8 of this License, if such amount remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this License within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such applicable period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity.

13. Termination. In addition to those rights available to Licensee in Sections 4, 14 and 15, Licensee shall have the right to terminate this License prior to the License Fee Commencement Date if, for any reason Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Equipment as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or (for any or no reason) at any time after the License Fee Commencement Date, provided that Licensee delivers at least sixty (60) days prior written notice to Lessor of Licensee's election

to terminate this License. In the event that Licensee exercises its termination rights under this Section 13, it shall pay to Licensor an early termination fee equal to six (6) months of the then-current monthly License Fee due to Licensor.

14. Damage to Licensed Site. If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this License upon notice to Licensor. If Licensor or Licensee undertakes to rebuild or restore the Licensed Site, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Licensed Site and/or the Equipment is completed. The installation of such temporary facilities shall be subject to all the terms and conditions of this License and will be installed at a mutually agreeable location. Prior to the installation of temporary facilities as set forth in this Section 14, the Licensor shall review and approve the structural engineering plans of the temporary facilities to be installed for consistency and conformity with Licensor's requirements and standards. The location of such temporary facilities shall also be at the discretion and approval of Licensor and such approval shall not be unreasonably withheld. If Licensor determines not to rebuild or restore the Licensed Site, Licensor will notify Licensee of such determination within thirty (30) days after the casualty or other harm. In which case, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until such time as Licensee is able to activate a replacement transmission facility at another location; such temporary facilities will be governed by all of the terms and conditions of this License, including the License Fee.

15. Permitted Use. Licensee, its personnel, invitees, contractors, agents, subtenants/licensors, or its authorized sub tenant, or assigns may use the Licensed Site, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the Equipment and/or improvements thereon, or relocate the same within the Licensed Site at any time during the Term of this License for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. However, the Licensee shall first obtain consent from the Licensor to make any modifications to the Licensed Site pursuant to this section or Section 7 of this License and such consent shall not be unreasonably withheld, delayed or conditioned. Licensor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Licensor does not comply with the terms of this section or this License, in addition to any other rights it may have at law, Licensee may terminate this License and shall have no further liability to Licensor. If Licensor does not comply with the terms of this section or this License, Licensee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee.

16. Fingerprinting. If required by applicable law, Licensee must submit an executed Fingerprinting Notice and Acknowledgment, attached hereto as **Exhibit C**, within fifteen (15) days of execution of this License or accessing the Property, whichever date is first to occur.

17. Assignment. Licensee will have the right to assign this License in whole or in part, without Licensor's consent to any Affiliate (defined below) of Licensee and in connection with any sale or other transfer of substantially all of Licensee's assets in the FCC market where the Licensed Site is located. Upon notification to Licensor of such assignment, Licensee will be relieved of all future performance, liabilities and obligations under this License to the extent of such assignment. Any other assignment shall be subject to Licensor's prior written consent not to be unreasonably withheld. "Affiliate" means any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

18. No Interest. The License herein created does not create any interest for Licensee in the Licensed Site or any property owned by Licensor, and is not coupled with any property interest or other interest.

19. Notices. Any notice or demand required or permitted to be given or made hereunder shall be deemed effective when properly sent and received, refused or returned undelivered. Notices may be sent by overnight delivery, or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Licensor:

San Juan School District
Attn: Frank Camarda
Chief Operations Officer
6135 Sutter Avenue
Carmichael, CA 95606

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site #: CVL01480; Cell Site Name: Winding Way (CA)
Fixed Asset No: 10090697
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With a required copy to AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CVL01480; Cell Site Name: Winding Way (CA)
Fixed Asset No: 10090697
206 S. Akard Street
Dallas TX 75202

20. Waiver. Failure or delay on the part of Licensor or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

21. Prior Negotiations. This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements.

22. Memorandum of Agreement. (“MOL”) Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

23. Amendment. No revision of this License shall be valid unless made in writing and signed by duly authorized officers or representatives of Licensee and Licensor.

24. Licensor’s Representations. Licensor represents and warrants that (i) it solely owns the Property in fee simple; (ii) to the best of Licensor’s knowledge, the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements not of record, which would adversely affect Licensee’s use of its Equipment or the enjoyment of the Licensed Site under this License; (iii) as long as Licensee is not in default beyond any applicable cure period, then Licensor grants to Licensee the sole, actual, quiet and peaceful use, enjoyment and possession of the Licensed Site; (iv) Licensor’s execution and performance of this License will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor, and among other matters, Licensor has complied with all priorities and procedures specified

under applicable Laws in adopting and approving this License, including, the California Education Code and California Government Code; and (v) it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this License and bind itself hereto through the party set forth as signatory for Licensee below.

25. No Precedent. The terms and conditions of this License are not intended to serve as precedent in any future agreement between Licensor and Licensee. Each party may negotiate different terms and conditions in the respective sole discretion of each party.

26. Entire Agreement. This License constitutes the sole and entire agreement between the parties with respect to the subject matter dealt with in this License and all understandings, oral or written, with respect to the subject matter of this License are hereby superseded.

27. Attorneys' Fees. In the event either party to this License shall commence litigation or other legal proceedings against the other to enforce the provisions of this License or to declare rights and/or obligations under this License, each party shall pay its own legal costs, including, without limitation, reasonable attorneys' fees and reasonable attorneys' costs and expenses.

28. Governing Law. This License shall be construed and governed in accordance with the laws of the State of California. Venue shall be with the appropriate state court located in Sacramento County or in the federal court of the Eastern District of California, subject to a motion for transfer of venue.

29. Voluntary Termination of Agreement. Licensor and Licensee hereby confirm that the Temporary Site License is voluntarily terminated as of March 31, 2022. Each party's obligations thereunder are conclusively deemed to be fully performed and discharged. Each party releases the other from any claims arising from or related to the Temporary Site License.

30. Incorporation of Exhibits. Any exhibits and attachments attached hereto and referred to herein are incorporated in this License as though fully set forth in the body hereof.

31. Maintenance. Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Licensed Site where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

[SPACE INTENTIONALLY LEFT BLANK]

31. Board Approval/Ratification: The effectiveness of this License and any amendment hereto is contingent upon approval or ratification by the Licensor's governing board.

IN WITNESS WHEREOF, the parties have executed this License as of the Effective Date.

LICENSOR:

San Juan Unified School District

By: _____

Name: _____

Its: _____

Date: _____, 2022

LICENSEE:

**New Cingular Wireless PCS, LLC,
a Delaware limited liability company**

By: AT&T Mobility Corporation
Its: Manager

By:  _____

Name: **Michael Gulbord** _____

Its: Director
Construction & Engineering _____

Date: **3/20** _____, 2022

EXHIBIT A

DEPICTION OF THE LICENSED SITE AND EQUIPMENT

Page 1 of 4

[As-Built] Plan Set Sheets A-1, A-1.1, A-1.2, and A-2 Depicting the Licensed Site and Licensee's Equipment
Prepared by Peek Site Dated September 4, 2020 Consisting of Four (4) Pages Appears on Following Pages]

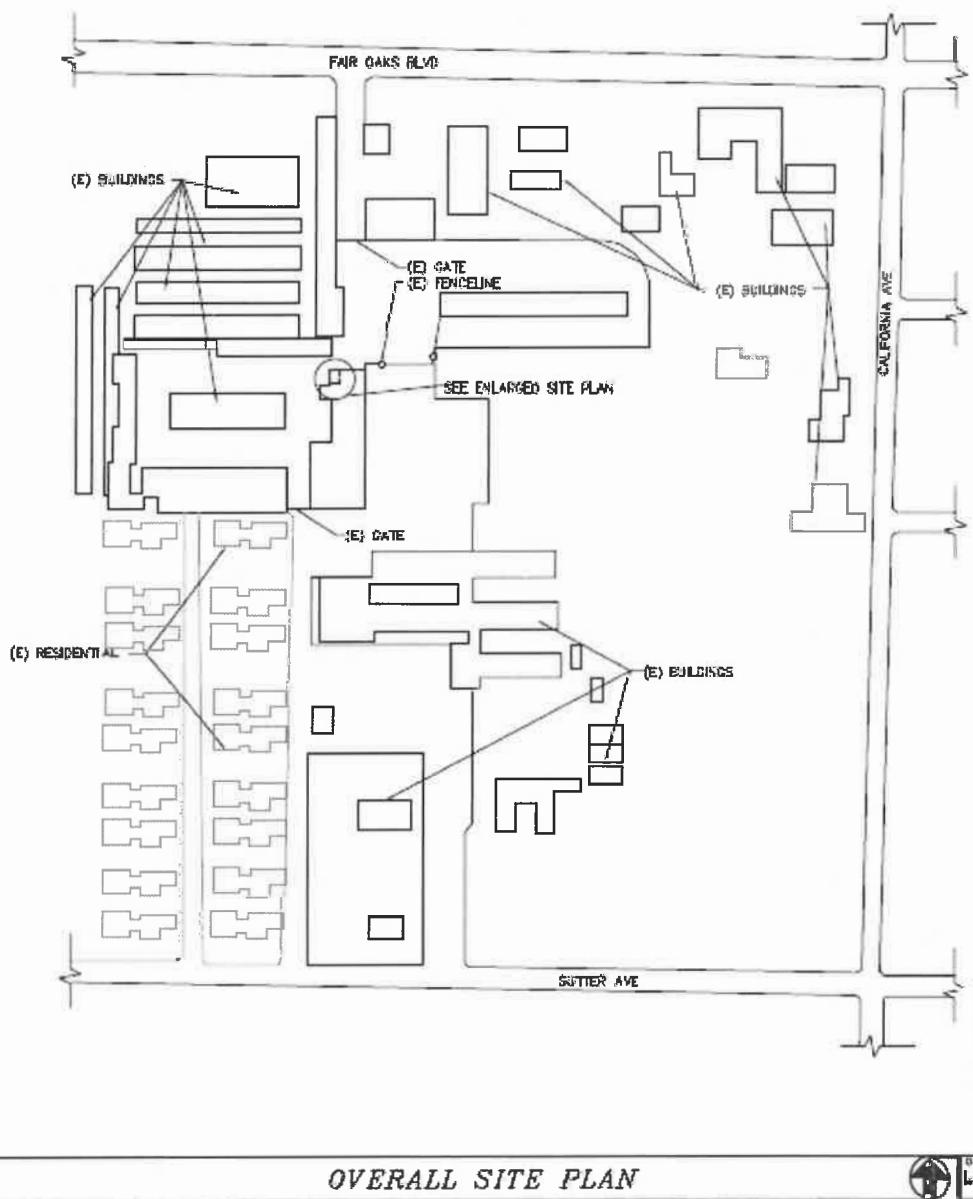
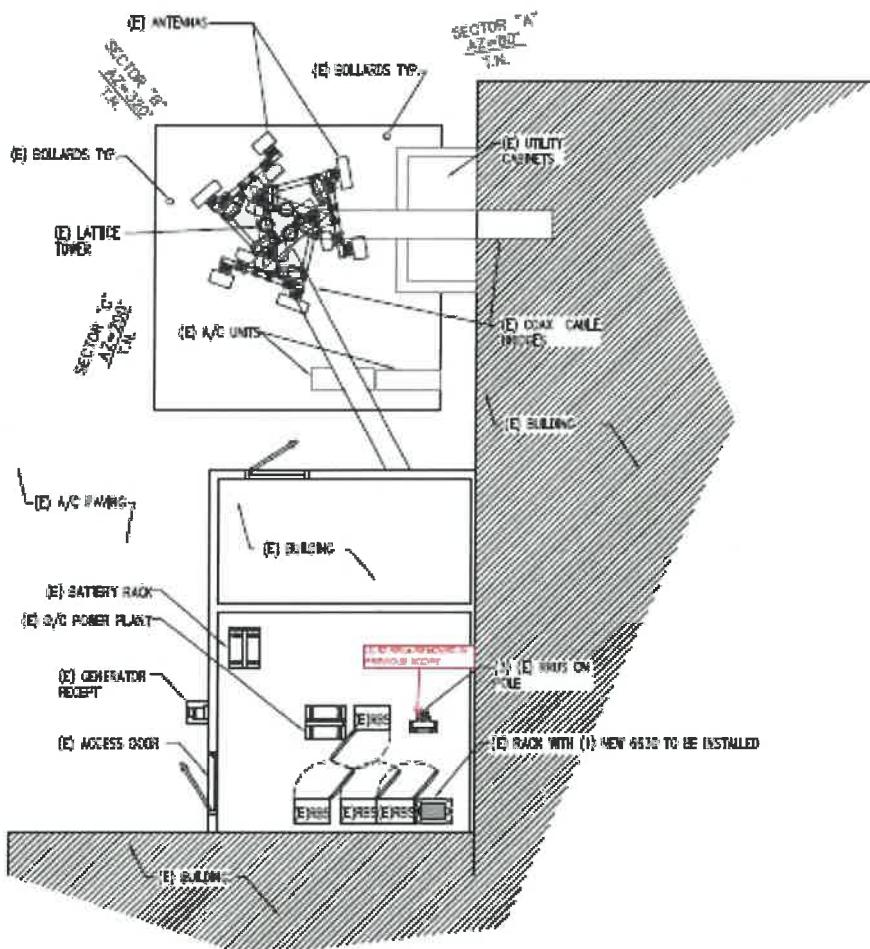


EXHIBIT A

DEPICTION OF THE LICENSED SITE AND EQUIPMENT

Page 2 of 4



ENLARGED SITE PLAN



0 3 6 9 12
SCALE 1/4 = 1'-0"

EXHIBIT A

DEPICTION OF THE LICENSED SITE AND EQUIPMENT

Page 3 of 4

FINAL ANTENNA CONFIGURATION TABLE

SECTOR/POLE RAD CENTER	PHYSICAL AZIMUTH	EXISTING ANTENNA MODEL	NEW ANTENNA MODEL	ANT. STATUS	TECH./FREQ./DNCY	450U
A/1	± 80°	2NN-65A-R3B	MMH-65A-R4	NSE	LTE 750/5G 850/LTE 1800	(1) NEW MMH-65A-R4 & (1) (E) RRU-32 B12
A/2	± 74°	2NN-65A-R3B	MMH-65A-R3B	ER	UMTS 850/LTE 2300	(1) (E) RRU-32 B36a
A/3	± 74°	800-10664	800-10664	ER	LTE 700/LTE 2300	(1) (E) RRU-4478 B14 & (1) (E) RRU-32 B36
B/1	± 80°	2NN-65A-R3B	MMH-65A-R4	NSE	LTE 750/5G 850/LTE 1800	(1) NEW MMH-65A-R4 & (1) (E) RRU-32 B12
B/2	± 74°	2NN-65A-R3B	MMH-65A-R3B	ER	UMTS 850/LTE 2300	(1) (E) RRU-32 B36a
B/3	± 74°	800-10664	800-10664	ER	LTE 700/LTE 2300	(1) (E) RRU-4478 B14 & (1) (E) RRU-32 B36
C/1	± 80°	2NN-65A-R3B	MMH-65A-R4	NSE	LTE 750/5G 850/LTE 1800	(1) NEW MMH-65A-R4 & (1) (E) RRU-32 B12
C/2	± 74°	2NN-65A-R3B	MMH-65A-R3B	ER	UMTS 850/LTE 2300	(1) (E) RRU-32 B36a
C/3	± 74°	800-10664	800-10664	ER	LTE 700/LTE 2300	(1) (E) RRU-4478 B14 & (1) (E) RRU-32 B36

ANTENNA CONFIGURATION CHART

1

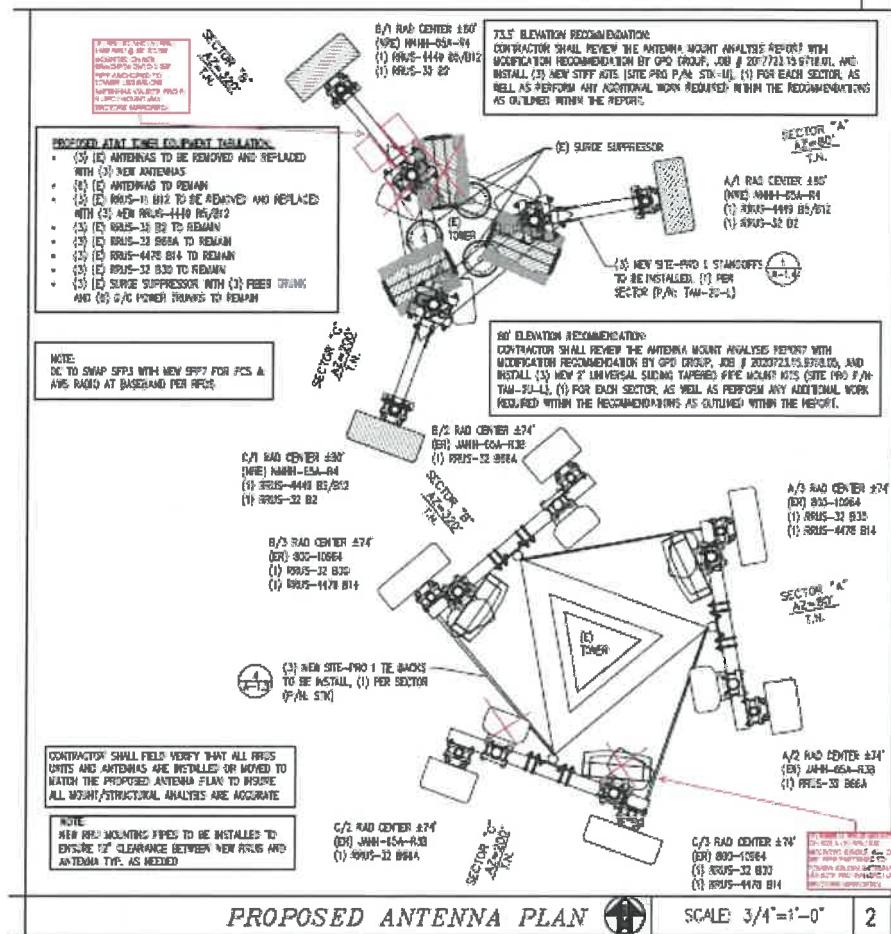
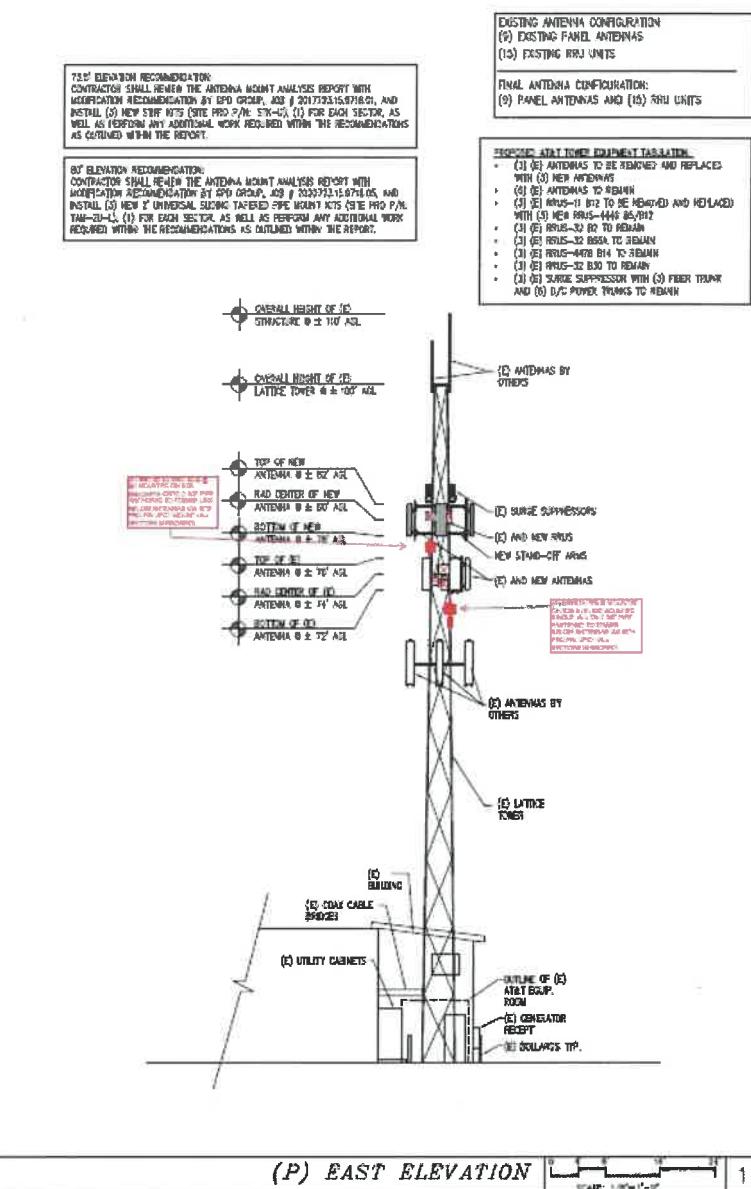


EXHIBIT A

DEPICTION OF THE LICENSED SITE AND EQUIPMENT

Page 4 of 4



Notes:

1. Subject to Licensor's approval, which shall not be unreasonably withheld, delayed or conditioned, this Exhibit may be replaced by a land survey and/or construction drawings of the Licensed Site once received by Licensee.
2. Any setback of the Licensed Site from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT B

2019 IRS W-9, 2020 CA FTB FORM 590 & AT&T STANDARD PAYMENT DIRECTION FORM

(Forms Attached on Following Pages)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <small>Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____</small>	
5 Address (number, street, and apt. or suite no.) See instructions.	
Requester's name and address (optional)	
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
[]	-	[]	-	[]	[]
or					
Employer identification number					
[]	-	[]	-	[]	[]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*

2020 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt/st., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____

State _____ ZIP code _____

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See Instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to fb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ► _____ Date _____

PAYMENT DIRECTION FORM



(1) NEW ADDRESS OR CHANGE/MODIFY ADDRESS

(2) This address applies to: PAYMENTS ONLY OR PAYMENTS AND NOTICES

SITE NAME:	<input type="text"/>
SITE ADDRESS:	<input type="text"/>
FAX#	<input type="text"/>
LESSOR NAME: *	<input type="text"/>
PAYEE NAME: **	<input type="text"/>
PAYMENT ADDRESS:	<input type="text"/>
LESSOR PHONE / FAX NUMBER:	<input type="text"/>
LESSOR EMAIL ADDRESS:	<input type="text"/>
LESSOR/PAYEE VENDOR ID NUMBER: (if existing vendor)	<input type="text"/>
PREVIOUS MANAGEMENT COMPANY: (if applicable)	<input type="text"/>
LESSOR/PAYEE PERCENTAGE PAYMENT SHARE: ***	<input type="text"/>

* Lessor Name should be exactly as stated in Lease/License

** For cases of different payee name and management company handling payments and taxes see acknowledgement below

*** Percentage of rent payment to be paid to Lessor/Payee named herein

I hereby authorize ATT Mobility LLC and/or its subsidiaries to make all rent payments and other payments relating to the site named above to the Lessor/Payee and Payment Address listed above (subject to the Lessor/Payee Payment Share listed above). I further acknowledge and agree that the Lessor Payment Share listed above is correct.

Payment remitted to Persons other than landlord.

By checking this box and initialing I do acknowledge I have contracted with a management company that will handle the payments and tax implications of this lease agreement

This authorization shall remain in effect until I have cancelled it in writing in as much time as to afford you a reasonable time to act upon it.

LESSOR AUTHORIZED SIGNATURE

TITLE

Click or tap to enter a date.

(PRINT LEGIBLY)

LESSOR AUTHORIZED SIGNATURE

TITLE

Click or tap to enter a date.

(PRINT LEGIBLY)

Return To:

AT&T
Tower Asset Group - Lease Admin
1025 Lenox Park Blvd NE
Atlanta, GA 30319-5309
RELeaseAdmin@att.com

Form: 8/20/2019

EXHIBIT C

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

**CONSTRUCTION PROJECT
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2)**

Note: This document must be signed and submitted at the time of execution of the Construction Agreement.

Business entities entering into contracts with the San Juan Unified School District ("District") for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code §§ 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

- a. Install a physical barrier at the worksite to limit contact with pupils.
- b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the District that the employee charged with monitoring and supervising its employees has no such convictions. (*See attached.*)
- c. Arrange, with District's approval, for surveillance by District's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code § 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code § 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. District shall determine whether an emergency or exceptional situation exists.

[SPACE INTENTIONALLY LEFT BLANK]

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

**New Cingular Wireless PCS, LLC,
a Delaware limited liability company**

By: AT&T Mobility Corporation
Its: Manager

By: _____

(print or type name)

Its: _____

Date: _____, 2022

Attachment 1

Memorandum of License

Return to:

AT&T Mobility Services LLC
1025 Lenox Park Blvd NE, 3RD Floor
Atlanta, GA 30319

Re: Cell Site #: CVL01480; Cell Site Name: Winding Way
Fixed Asset Number: 10090697
State: California
County: Sacramento

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this _____ day of _____, 2022, by and between San Juan Unified School District, having a mailing address of 6135 Sutter Avenue, Carmichael, CA 95606 (“Licensor”) and New Cingular Wireless PCS, LLC, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (“Licensee”).

1. Licensor and Licensee entered into a certain Site License (“License”) on the _____ day of _____, 2022, for the purpose of installing, operating and maintaining a Communications Facility and other improvements. All of the foregoing are set forth in the License.
2. The Term of the License will be extended for an additional Five (5) five (5) year extension terms, (“each an Extension Term”) commencing on May 1, 2022.
3. The portion of the land being leased to Licensee (the “Licensed Site”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

“LICENSOR”

By: _____
Print Name: _____
Its: _____
Date: _____

“LICENSEE”

New Cingular Wireless PCS, LLC, a Delaware limited
liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LICENSOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Printed Name: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF LICENSED SITE

Page _____ of _____

to the Memorandum of Agreement dated _____ 2022, by and between San Juan Unified School District, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware liability company, as Licensee.

The Licensed Site are described and/or depicted as follows:

6135 Sutter Avenue, Carmichael, CA
APN: 260-0080-043

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

SUBJECT: Lease-Leaseback Contract Award for Arcade Fundamental Middle School

DEPARTMENT: Facilities

AGENDA ITEM: G-10

MEETING DATE: 05/10/2022

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

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4019, awarding the lease-leaseback contract for Arcade Fundamental Middle School (the “Project”) to Clark & Sullivan Builders Inc. dba Clark/Sullivan Construction, pursuant to Education Code section 17406.

RATIONALE/BACKGROUND:

The Project shall include, but not be limited to, a new campus style middle school with classroom buildings, science and makers space classroom buildings, an administration and library building and a multipurpose building, while the existing campus is occupied. Once the new classroom, science and maker space classrooms are occupied, the demolition of the existing Arcade Fundamental Middle School at 3500 Edison Avenue, Sacramento, CA 95821 could begin. There will be site work to upgrade underground utilities and prepare the ground for the new buildings and accessible hard courts and new play fields. The Project will also include new driveways and parking lots. The complete facilities lease agreement and site lease agreement are available for reference at the Facilities Construction Office.

ATTACHMENT(S):

- A. Resolution No. 4019
- B. Site Lease Agreement (available for reference at Facilities)
- C. Facilities Lease Agreement (available for reference at Facilities)

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

FISCAL IMPACT

Current Budget: N/A

Additional Budget: N/A

Funding Source: Measure P

(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: Nicholas Arps, Director, Facilities, Construction & Modernization NA

APPROVED BY: Frank Camarda, Chief Operations Officer FC
Kent Kern, Superintendent of Schools KK

RESOLUTION NO. 4019

RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION APPROVING THE AWARD OF THE LEASE-LEASEBACK CONTRACT TO CLARK & SULLIVAN BUILDERS INC. DBA CLARK/SULLIVAN CONSTRUCTION FOR THE ARCADE FUNDAMENTAL MIDDLE SCHOOL PROJECT AND SETTING FORTH THE WRITTEN BASIS FOR THIS DECISION TO AWARD

WHEREAS, sections 17406 of the Education Code authorize school districts, including the San Juan Unified School District (“District”), to use the lease-leaseback procurement process;

WHEREAS, by Resolution No. 2831, the San Juan Unified School District Board of Education adopted the mandatory procedures and guidelines for use in lease-leaseback projects;

WHEREAS, consistent with those mandatory procedures and guidelines, the District issued Request for Proposals #22-218 (“RFP”), which (1) included a requirement for proposers to be prequalified under Section 20111.6 of the Public Contract Code, (2) included an estimate of the price of the Project, a description of preconstruction services to be provided, and a description of the facilities to be constructed; (3) included the key elements of the instrument to be awarded; (4) included a description of the criteria to be considered in evaluating the Proposals; and (5) included the scoring to be applied to the proposals; and

WHEREAS, eight (8) potential lease-leaseback proposers submitted Proposals in response to the RFP, which, the District has carefully examined

NOW, THEREFORE, pursuant to Education Code section 17406 the San Juan Unified School District Board of Education does hereby determine to award the Site Lease and Facilities Lease for the Project to Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction for the following reasons:

1. The District determined to select its lease-leaseback provider for the Project based on best value in accordance with the evaluation criteria stated in the RFP.
2. Clark/Sullivan Construction submitted a Proposal responsive to the RFP, which has been determined to present the best value to the District. The Proposal received a score of 309.75 out of a possible 320. This was the highest score received, with the other two shortlisted proposers receiving scores of 286.75 for XL Construction and 260 for Balfour Beatty.
3. Clark/Sullivan Construction demonstrated they will satisfy the skilled and trained workforce availability, as defined in Public Contract Code section 2601
4. The initial amount of the Facilities Lease shall be \$74,800.00 for preconstruction services only. No construction services are authorized at this time without DSA approval.

The foregoing findings and decision to award were made by the San Juan Unified School District Board of Education at a meeting of the Board on May 10, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

**Michael McKibbin, Ed.D., President
San Juan Unified School District
Board of Education**

Attest:

**Pam Costa, Clerk
San Juan Unified School District
Board of Education**

SITE LEASE**RECITALS**

WHEREAS Lessor, as defined below, on this 10 Day of May, 2022 holds title to that certain real property known as Arcade Fundamental Middle School, 3500 Edison Ave, Sacramento, CA 95821, in the County of Sacramento, which includes the buildings and the land under and around the school facilities, a portion of which is more particularly shown as the shaded area on **Exhibit A** attached hereto and incorporated herein ("Site"), which Site is adequate to accommodate the Improvements referenced herein;

WHEREAS Lessor desires to begin the **Arcade Fundamental Middle School** (the "Improvements") on the Site, as more particularly described in Exhibit A to the Facilities Lease, as referenced below;

WHEREAS Lessee, as defined below, desires to lease the Site from Lessor with the intent to perform preconstruction services and construct the Improvements on the Site;

WHEREAS Lessor intends to lease the Site to Lessee to permit Lessee to perform necessary preconstruction services and construct the Improvements on the Site at Lessee's sole cost, expense and risk; except as otherwise stated herein below and/or in the Facilities Lease;

WHEREAS Lessor is authorized under California Education Code section 17406 to lease the Site to Lessee, to require Lessee to construct the Improvements on the Site, and to lease from Lessee the Site and Improvements constructed thereon;

WHEREAS the Governing Board of Lessor ("Board") has determined that it is in the best interests of Lessor, and for the common benefit of the citizens residing in the school district, to construct the Improvements by leasing the Site to Lessee and by entering into the Facilities Lease of even date herewith, under which Lessor will sublease the Site and lease the Improvements from Lessee, and has duly authorized the lease of the Site and sublease of the Site and Improvements;

WHEREAS Lessee is duly authorized to lease the Site, to construct the Improvements thereon, and to sublease the Site and Improvements to Lessor, and has duly authorized the lease of the Site and sublease of the Site and Improvements;

WHEREAS Lessor and Lessee have each performed all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and entering into this Site Lease ("Lease"), and are now each duly authorized to execute and enter into this Lease;

WHEREAS the parties further acknowledge and agree that they have entered into this Lease and the Facilities Lease, as defined below, pursuant to Education Code section 17406 as the best available and most expeditious means for Lessor to satisfy its substantial need for the Improvements;

NOW, THEREFORE, in consideration of the promises, agreements, covenants, and other valuable consideration made herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. BASIC TERMS

This **Section 1** contains the Basic Terms of this Lease between the Lessor and Lessee named below. Other Sections of the Lease referred to in this **Section 1** explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

1.1. **Date of Lease:** May 10, 2022

1.2. **Lessor:** San Juan Unified School District ("Lessor")

Address of Lessor: 3738 Walnut Avenue
Carmichael, CA 95608

Lessor shall be represented with respect to the obligations herein by the Superintendent of the District, or any other person authorized by the Board of Trustees of the District to act on its behalf with respect to this Lease. The person or persons so designated by Lessor shall be authorized in writing, and notice shall be served on Lessee at the address stated herein for notice. Lessor shall provide such notice designating its Authorized Representative within five (5) business days of the full and final execution of this Lease.

1.3 **Lessee:** Clark/Sullivan Construction, a California Corporation ("Lessee")

Address of Lessee: 1340 Blue Oaks Blvd., Suite 150
Roseville, CA 95678

Lessee shall be represented with respect to the obligations herein by the person or persons authorized by Lessee's governing board to act on its behalf with respect to this Lease. The person or persons so designated by Lessee shall be authorized in writing, and notice shall be served on Lessor at the address stated herein for notice. Lessee shall provide such notice designating its Authorized Representative within five (5) business days of the full and final execution of this Lease.

1.4 **Site:** That certain real property, including the buildings and the land under and around the buildings on a portion of the **Arcade Fundamental Middle School, 3500 Edison Ave, Sacramento, CA 95821**, County of Sacramento, State of California and more particularly shown as the shaded area on **Exhibit A**, including any easements and other entitlements attached to the Site.

- 1.5 **Lease Term:** Beginning on the date this Lease is fully executed and ending on the last day of the term of the Facilities Lease provided that Lessor has paid to Lessee, or its assignee, all lease payments and other payments which may be due and owing under the Facilities lease, and provided that this Lease has not been earlier terminated. ("Lease Term").
- 1.6 **Permitted Uses:** (See Section 5) Any lawful use, subject to applicable zoning and governmental approvals.
- 1.7 **Brokers:** (If none, so state)
Lessor's Broker: None
Lessee's Broker: None
- 1.8 **Commission Payable to Lessor's Broker:** \$ Not applicable.
- 1.9 **Initial Security Deposit:** \$ None
- 1.10 **Vehicle Parking Spaces Allocated to Lessee:** As set forth in Facilities Lease, Exhibit D, General Requirements, Section 01 50 00, 1.04, Parking of Vehicles.
- 1.11 **Rent and Other Charges Payable by Lessee:**
- 1.11.1 **BASE RENT:** For the period as set forth in Section 1.5 above, the annual base rent shall be **Ten Dollars (\$10.00)** payable as follows: upon execution of the lease and annually thereafter on January 1 of each year in the manner set forth in Section 3.1 below.
- 1.11.2 **OTHER PERIODIC PAYMENTS:** (i) Taxes (See Section 4.2); (ii) Utilities (See Section 4.3); (iii) Insurance Premiums (See Section 4.4); and (iv) Condition of Property; Maintenance, Repairs and Alterations (See Section 6).
- 1.12 **Riders:** The following Riders are attached to and made a part of this Lease: Exhibit A.

2 LEASE TERM

- 2.1 **Lease of Site For Lease Term.** Lessor leases the Site to Lessee, and Lessee leases the Site from Lessor, for the Lease Term. The Lease Term is for the period stated in Section 1.5 above and shall begin and end on the dates specified in Section 2.2,

- unless the beginning or end of the Lease Term is changed under any provision of this Lease.
- 2.2 **Lease Term.** This Lease shall commence on the date that this Lease is fully and finally executed by all parties. However, if the Facilities Lease between Lessor and Lessee is not fully executed within three (3) business days after the full and final execution of this Lease, this Lease shall immediately terminate. This Lease shall expire, if not canceled, extended, or terminated earlier in accordance with its provisions and/or the provisions of the Facilities Lease, on the date upon which Lessor takes title to the Improvements pursuant to that certain Facilities Lease between the Lessor and Lessee, of even date herewith ("Facilities Lease").
- 2.3 **Holding Over.** Lessee shall vacate the Site upon the expiration or earlier termination of this Lease. Lessee shall reimburse Lessor for, and indemnify Lessor against, all damages which Lessor incurs arising from or related to Lessee's delay in vacating the Site.
- 2.4 **No Merger.** The leasing of the Site by the Lessee to the Lessor pursuant to the Facilities Lease between Lessor and Lessee shall not affect or result in a merger of Lessor's interest under the Facilities Lease and its fee estate in the Site, and Lessor shall continue to have and hold its fee interest in the Site throughout the term of this Lease and the Facilities Lease. Lessee shall continue to have and hold a leasehold estate in the Site pursuant to this Lease and throughout the term hereof. As to the Site Lease, the Facilities Lease shall be deemed to constitute a sublease.

3 RENT

- 3.1 **Time and Manner of Payment.** Subject to the provisions of this Lease, Lessee shall pay Lessor the Base Rent ("Rent"), in annual installments, without offset, deduction or prior demand on the first business day of each January of the Lease Term.
- 3.2 The Rent shall be payable at Lessor's address or at such other place as Lessor may designate in writing.

4 OTHER CHARGES PAYABLE BY LESSEE

- 4.1 **Additional Rent.** All charges payable by Lessee other than Rent are called "Additional Rent." Unless this Lease provides otherwise, Lessee shall pay all Additional Rent then due within fifteen (15) days of when the Additional Rent

becomes due and payable, but no later than the last business day on which the Additional Rent can be paid without incurring additional costs or penalties.

4.2 Taxes.

4.2.1 Personal Property Taxes.

4.2.1.1 Lessee shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Lessee. Lessee shall try to have personal property taxed separately from the Site.

4.2.1.2 If any of Lessee's personal property is taxed with the Site, Lessee shall pay Lessor the taxes for the personal property within fifteen (15) days after Lessee receives a written statement from Lessor for such personal property taxes.

4.2.2 **Real Property Taxes.** Except to the extent it is exempt from doing so, Lessor shall pay all real property taxes on the Site (including any fees, taxes or assessments against, or as a result of, any Lessee improvements installed on the Site and the term "Site" for the purposes of this **Section 4.2** shall mean and include all improvements of any nature, including buildings) during the Lease Term. "Real property tax" means: (i) any fee, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Site; (ii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Site by any governmental agency; (iii) any tax imposed upon this transaction or based upon a reassessment of the Site due to a change of ownership, as defined by applicable law, or other transfer of all or part of Lessor's interest in the Site; and (iv) any charge or fee replacing any tax previously included within the definition of real property tax.

4.3 **Utilities.** Lessee shall pay, directly to the appropriate supplier, the cost of all temporary heat, telephone, refuse disposal and other utilities and services supplied to the Site for the purpose of constructing the Improvements.

4.4 **Insurance Policies.** In addition to the coverages and/or limits required in the Facilities Lease, Lessee shall provide and maintain during the Lease Term the following minimum insurance coverages.

4.4.1 **Worker's Compensation and Employer's Liability** insurance as required

by any applicable law or regulation.

Employer's Liability insurance shall be in an amount no less than;

\$1,000,000 Each Accident for bodily injury by accident
\$1,000,000 Policy Limit for bodily injury by disease
\$1,000,000 Each Employee for bodily injury by disease

If there is potential for injury to employees under the U.S. Longshoreman's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

4.4.2 **General Liability Insurance** Lessee shall carry Commercial General Liability insurance coverage at least as broad as the ISO CG 00 01 on all operations by or on behalf of the Lessee providing insurance for the limits of liability indicated below and including coverage for:

- (1) Premises and Operations
- (2) Products and Completed Operations
- (3) Contractual Liability (including Lessee's indemnification obligations under this Lease)
- (4) Broad Form Property Damage (including Completed Operations)
- (5) Explosion, Collapse, and Underground Hazards
- (6) Personal Injury Liability

Except with respect to Bodily Injury and Property Damage included within the Products and Completed Operations Hazards, the aggregate limit, where applicable, shall apply separately to this location.

The limits of liability shall not be less than:

\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury & Property Damage)
\$2,000,000 Personal Injury Liability
\$4,000,000 Aggregate for Products and Completed Operations
\$4,000,000 General Aggregate

The Lessor, the Architect, the Construction Manager, and any other Consultants of the Lessor, and each of their officers, officials, directors, trustees, agents, employees and volunteers (hereinafter collective "Additional Insureds") shall be named as Additional Insureds under the **Commercial General Liability** (Occurrence Form) policy using (GC 2010 11 85 Form B or equivalent). Coverage for the additional insureds shall be

provided by a policy provision or by an endorsement. The policy shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by the Additional Insureds will be excess only and will not contribute with this insurance.

- 4.4.3 **Commercial Automobile Liability** insurance policy (ISO CA 00 01 or equivalent) covering Bodily Injury, Property Damage and Contractual Liability coverage for “Any Auto” (Symbol 1) which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with combined single limit of not less than \$1,000,000. The Lessor, the Architect, the Construction Manager, and any other Consultants of the Lessor, and each of their officers, officials, directors, trustees, agents, employees and volunteers shall be named as Additional Insureds under the **Commercial Automobile Liability**.
- 4.4.4 **Umbrella Policy** shall be carried in the amount of \$20,000,000. The policy shall be “following form” in excess of the above captioned policies. Evidence of this coverage shall be provided on the certificate of insurance.
- 4.4.5 The above policies shall be endorsed or provide through policy provisions 30 days’ notice of cancellation to the Lessor (Ten [10] days’ notice for non-payment of premium). In addition, all policies shall by endorsement or policy provision waive subrogation against the **Lessor**, the Architect, Consultants, their Officers, Officials, Directors, Trustees, Agents and Employees.
- 4.4.6 Contractors and Subcontractors Insurance Requirements. If Lessee will be employing contractors at the site the **Lessee** shall require the contractors and all subcontractors and material suppliers of every tier to carry insurance coverages equivalent to those as outlined in Section 4.4 and the Facilities Lease (although lower limits as specified in Exhibit E to the Facilities Lease shall be acceptable). These contractors shall be required to name the Lessor, the Architect, the Construction Manager, and any other Consultants of the Lessor, and each of their officers, officials, directors, trustees, agents, employees and as Additional Insureds using (GC 2010 11 85 Form B or equivalent). The policy or endorsement shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by the Lessor, the Architect, the Construction Manager, and any other Consultants of the Lessor, and each of their officers, officials, directors, trustees, agents, employees and volunteers will be excess only and will not contribute with this insurance. In addition all policies shall by endorsement or policy provision waive subrogation against the Lessor. It is condition precedent that this insurance shall be in place before the Lessee allows any Contractor or material supplier on the site.

- 4.4.7 **Property Insurance.** For existing improvements, Lessor shall maintain property insurance covering loss or damage to the Site in the full amount of its replacement value.
- 4.4.8 **Payment of Premiums.** Lessee and Lessor shall pay all premiums for the insurance policies described in **Section 4.4** no later than the due date. Lessee shall deliver to Lessor a certificate of insurance, including any required Additional Insured Endorsements and Waivers of Subrogation, executed by an authorized officer of the insurance company, showing that the insurance which Lessee is required to maintain under this Section is in full force and effect and containing such other information which Lessor reasonably requires.
- 4.4.9 General Insurance Provisions.
- 4.4.9.1 If, without Lessor's consent, Lessee fails to deliver any policy, certificate or renewal to Lessor required under this Lease within the prescribed time period or if any such policy is canceled or coverage does not meet the requirements of this Lease during the Lease Term, Lessor may, after providing Lessee written notice and a reasonable opportunity to cure, obtain such insurance, in which case Lessee shall reimburse Lessor for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.
- 4.4.9.2 Lessee shall maintain all insurance required under this Lease with companies holding a Bests' rating of no less than A-VII.
- 4.4.9.3 Any deductibles or self-insured retentions must be declared to and approved by the Lessor which amounts shall be no greater than \$50,000. Any and all deductibles or self-insurance retentions in the above described liability insurance policies shall be assumed by and be for the account of, and at the sole risk of the Lessee.

5 USE OF PROPERTY

- 5.1 **Use of Premises.** Lessee shall have the right, subject to limitations in **Section 5.2**, to enter upon the Site to perform necessary investigation, preparation and other work in connection with preconstruction services and to construct the Improvements on the Site, pursuant to the Facilities Lease. Lessee shall have the right to lease the Site and Improvements to Lessor under a Facilities Lease and accept rental payments from Lessor under such Facilities Lease.

- 5.2 **Manner of Use.** Lessee shall not cause or permit the Site to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, or which constitutes a nuisance or waste. Lessee shall obtain and pay for all permits required for Lessee's occupancy of the Site and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Lessee of the Site.
- 5.3 **Right of Entry.** Lessor reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same and/or the Improvements, provided that, during construction, Lessor follows all safety precautions required by Lessee.
- 5.4 **Liens.** Lessee agrees to keep the Site and every part thereof free and clear of any and all liens, including, without limitation, pledges, charges, encumbrances, claims, materialmen liens, mechanic liens and other liens for or arising out of or in connection with work or labor done, services performed, or materials or equipment used or furnished for or in connection with the Site or the Improvements, provided that all payments that are due to Lessee under the Facilities Lease are current, subject to Lessor's rights to withholding thereunder. Lessee further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold Lessor free and harmless from any and all such liens or claims, and any lawsuits or other legal proceedings pertaining thereto.
- 5.5 **Hazardous Materials.** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Lessor has disclosed any contamination of the Site by Hazardous Materials of which it is aware. If Lessor becomes aware of any circumstance which would change or render this representation incorrect, in whole or in part, Lessor will give immediate written notice to Lessee. Lessee is entitled to rely on Lessor's disclosures. Lessee shall not knowingly violate any law or regulation of any federal, state or local governmental authority having jurisdiction over hazardous substances. If Lessee becomes aware of any contamination or potential contamination of the Site by Hazardous Materials, Lessee will give immediate written notice to Lessor and shall cooperate in any investigation of potential contamination of the Site by

Hazardous Materials. Lessee shall have no responsibility or liability for Hazardous Materials that are pre-existing on the Site or that are brought to the Site by others for whom Lessee is not liable.

To the fullest extent permitted by law, the Lessor shall defend, indemnify and hold harmless the Lessee, its subcontractors, sub-subcontractors, consultants, and their respective agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence of hazardous materials or substances at the Site, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

- 5.6 **Quiet Possession.** Subject to any rights that Lessor may obtain under the Facilities Lease to possession and enjoyment of the Site and Improvements and subject to the terms of this Lease, Lessee may occupy and enjoy the Site during the full term hereof, so long as Lessee pays the rent and complies with all other terms of this Lease. Lessor will, at the request of Lessee, and to the extent that it may lawfully do so, join in any legal action in which Lessee asserts its right to such possession and enjoyment.

6 CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

- 6.1 **Existing Conditions.** Except as provided herein, Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation as to the condition of the Site or the suitability of the Site for Lessee's intended use. Lessee acknowledges that it has investigated the Site and familiarized itself with relevant site conditions, and will perform further Site investigation during preconstruction services to the extent necessary to complete the Improvements and as set forth in the Facilities Lease. Lessor represents that it is not aware of any concealed conditions on or relating to the Site, including such things as physical obstructions, unusual soil conditions, hazardous materials contamination, encroachments, overlaps, boundary line disputes, laws, ordinances, governmental regulations, orders, or any other matters that would interfere with Lessee's intended use of the Site.
- 6.2 **Exemption of Lessor from Liability.** Not Used.
- 6.3 **Lessee's Obligations.**

- 6.3.1 Except as provided in **Section 6.5** (Damage and/or Destruction to Site) and **Section 6.7** (Eminent Domain), Lessee shall keep all portions of the Site (including structural, nonstructural, interior, exterior, and landscaped areas, portions, systems and equipment) in good order, condition and repair (including interior repainting and refinishing, as

needed). If any portion of the Site or any system or equipment in the Site, which Lessee is obligated to repair cannot be fully repaired or restored, Lessee shall promptly replace such portion of the Site or system or equipment in the Site, regardless of whether the benefit of such replacement extends beyond the Lease Term. If any part of the Site is damaged by any act or omission of Lessee, Lessee shall pay the cost of repairing or replacing such damaged property, except to the extent such damage is covered by any insurance required under this Lease and Lessee shall pay the deductible for any such insurance coverage. It is the intention of Lessor and Lessee that at all times Lessee shall maintain the portions of the Site in accordance with industry standards for construction sites.

- 6.3.2 Except as set forth in **Section 6.3.1**, Lessee shall fulfill all of Lessee's obligations under this **Section 6.3** at Lessee's sole expense. If Lessee fails to maintain, repair or replace the Site as required by this **Section 6.3**, Lessor may, upon thirty (30) days' prior notice to Lessee (except that no notice shall be required in the case of an emergency), enter the Site and perform such maintenance or repair (including replacement, as needed) on behalf of Lessee. In such case, Lessee shall reimburse Lessor for all costs incurred in performing such maintenance or repair immediately upon demand.

6.4 **Alterations, Additions, and Improvements.**

- 6.4.1 All alterations, additions, and improvements to the property shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations.
- 6.4.2 Lessee shall pay when due all claims for labor and material furnished to the Site.
- 6.5 **Damage and/or Destruction to Site.** Lessee shall notify Lessor in writing immediately upon the occurrence of any damage and/or destruction to the Site. In the event of such damage and/or destruction, the terms of the Facilities Lease, Article 6, Section 6.2 and/or 6.2.2 shall govern the rights and obligations of the parties except that, if Lessor does not elect to terminate this Lease, then, regardless of the cause or extent of the damage or destruction, or the amount of insurance available, this Lease and the payments due hereunder shall remain in effect.
- 6.6 **Condition upon Termination.** Upon the termination of the Lease, Lessee shall surrender the Site to Lessor in accordance with the provisions of Article 19 of Exhibit D to the Facilities Lease. All alterations, additions and improvements which

Lessor has not required Lessee to remove shall become Lessor's property and shall be surrendered to Lessor upon the expiration or earlier termination of the Lease, except that Lessee may remove any of Lessee's machinery or equipment which can be removed without material damage to the Site. Lessee shall repair, at Lessee's expense, any damage to the Site caused by the removal of any such machinery or equipment.

- 6.7 **EMINENT DOMAIN** If all of the Site shall be taken permanently under the power of eminent domain, the term of this Lease shall cease as of the day possession shall be so taken. If less than all of the Site shall be taken permanently, or if all of the Site or any part thereof shall be taken temporarily, under the power of eminent domain: (1) this Lease shall continue in full force and effect and shall not be terminated by virtue of such taking, and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease payments due hereunder as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease payments hereunder. The net proceeds of any eminent domain or condemnation shall be payable to Lessor.
- 6.8 Lessor hereby covenants and agrees, to the extent that it may lawfully do so, that as long as the Facilities Lease and this Lease remain in effect, Lessor will not voluntarily suffer or exercise the power of condemnation or eminent domain with respect to the Site and/or Improvements. Lessor further covenants and agrees, to the extent it may lawfully do so, that, if for any reason, the foregoing covenant is determined to be unenforceable or if Lessor should fail or refuse to abide by such covenant and condemns or takes the Site or Improvements by eminent domain, then Lessor agrees that the appraised value of the Improvements shall not be less than the aggregate total of all Lease Payments provided for under this Lease, less any Lease Payments previously made; provided, however, that if the taking occurs prior to the completion of the Improvements, Lessee shall be entitled to the value of construction completed, less the value of any Lease Payments made by the Lessor under the Facilities Lease.

7 ASSIGNMENT AND SUBLetting

- 7.1 **Lessee Assignment and Subleasing.** Except as provided in this **Section 7.1 and Section 2.4**, Lessee shall not assign the Lease or its duties and obligations hereunder, or enter into any sublease of the Site or Improvements, with any other person, firm, without the prior written consent of Lessor. Lessor's acceptance of rent from any other person is not a waiver of any provision of this **Section 7**. Consent to one transfer is not a consent to any subsequent transfer. This Lease may be assigned to an affiliate of Lessee provided that the representations, covenants, and warranties in

this Lease are not impaired or violated. Contracting or subcontracting with licensed contractors is not considered an assignment or sublease.

7.2 Restrictions on Lessor. Except to the extent that the Site may be subject to condemnation proceedings or other proceedings pursuant to which Lessor may be legally obligated to transfer an interest in the Site, Lessor agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Lease without Lessee's written authorization, which shall not be unreasonably withheld. Lessor is obligated to perform its obligations under this Lease only during the time that Lessor owns such interest or title in the Site. Lessor shall be relieved of its obligations under this Lease to be performed on or after the date of transfer if Lessor transfers its right in or title to the Site either with Lessee's authorization or in response to a court order.

- 7.3 To the extent permitted by law, Lessor shall not abandon the Site for its intended use as stated in this Lease and the Facilities Lease, for the Lease Term, nor seek other property to substitute for this Site.

8 DEFAULTS; REMEDIES

- 8.1 **Covenants and Condition.** Time is of the essence in the performance of all covenants and conditions set forth in this Lease.
- 8.2 **Default by Lessee.** Lessee shall be in material default under this Lease:
- 8.2.1 If Lessee fails to pay rent or any other charge pursuant to **Section 4** of this Lease within thirty (30) days after written notice of delinquency, or fails to pay any other sum due under this Lease within thirty (30) days of written demand notifying Lessee that such payment is due;
- 8.2.2 If Lessee fails to observe and perform any covenant, condition, or agreement in this Lease on its part to be observed or performed, other than as referenced in **Section 9.2.1**, for a period of thirty (30) days after Lessor provides written notice specifying such failure and requesting that it be remedied; provided, however, if the failure stated in the notice cannot be corrected within thirty (30) days, Lessor shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within thirty (30) days and diligently pursued until the default is corrected. The notice required by this Section is intended to satisfy any and all notice requirements imposed by law on Lessor and is not in addition to any such requirement.

- 8.2.3 If Lessee abandons the Site.
- 8.2.4 If Lessee unreasonably refuses or fails to prosecute the work under the Facilities Lease with such reasonable diligence as will accomplish its completion within the time specified or any extension thereof, or unreasonably fails to complete said work within such time.
- 8.2.5 If Lessee should be adjudged a bankrupt, or file for bankruptcy, or if Lessee should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, provided that such condition described in this subsection is not corrected or cured within thirty (30) days.
- 8.2.6 If Lessee persistently disregards any applicable law or regulation related to the Site or related to its lease or occupancy of the Site.

8.3 Default by Lessor. Lessor shall be in material default under this Lease if Lessor fails to observe and perform any covenant, condition, or agreement in this Lease on its part to be observed or performed for a period of thirty (30) days after Lessee provides written notice specifying such failure and requesting that it be remedied; provided, however, if the failure stated in the notice cannot be corrected within thirty (30) days, Lessee shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessor within thirty (30) days and diligently pursued until the default is corrected. The notice required by this Section is intended to satisfy any and all notice requirements imposed by law on Lessee and is not in addition to any such requirement.

8.4 Remedies for Default.

8.4.1 Lessor's Remedies. In the event of Lessee's default that also constitutes an event of default under the Facilities Lease, Lessor shall have the right to terminate this Lease if such event of default has continued uncured for a period of thirty (30) days following Lessor providing Lessee with written notice of the default or to assign this Lease in accordance with Section 9.4.2 of the Facilities Lease. If the default does not constitute an event of default under the Facilities Lease, Lessor shall not have the right to terminate or assign, but Lessor shall have all other rights to compel Lessee to perform and to collect any and all sums owed to Lessor under the Lease. Subject to the terms of this **Section 8.4**, Lessor shall be entitled to enforce all of Lessor's rights and remedies now or hereafter available in equity and at law for

Lessee's default under this Lease. Lessor's remedies shall be cumulative, and the exercise of any one or more shall not prevent it from exercising any other right or remedy for Lessee's default.

- 8.4.2 **Lessee's Remedies.** Whenever any event of default by Lessor shall have occurred and be continuing uncured for a period of thirty (30) days following Lessee providing Lessor with written notice of the default, it shall be lawful for Lessee to exercise any and all remedies available pursuant to law or granted pursuant to this Lease or the Facilities Lease, subject to the limitations set forth in **Section 9.2** of the Facilities Lease. In the event of a default, and notwithstanding any re-entry by Lessee, Lessor shall continue to remain liable for lease payments under the Facilities Lease. Lessee's remedies shall be cumulative, and the exercise of any one or more shall not prevent it from exercising any other right or remedy for Lessor's default.

9 REPRESENTATIONS

9.1 Lessor's Representations.

- 9.1.1 Lessor is a school district, duly organized and existing under the laws of the State of California. Lessor has the full power and authority to enter, to execute, and to deliver this Lease, and to perform all of its duties and obligations hereunder.
- 9.1.2 Lessor has duly authorized the execution of this Lease. Lessor's representative executing this Lease is fully authorized to execute the same.
- 9.1.3 Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions of this lease, conflicts with or results in a breach or default (with due notice or the passage of time, or both) under the organizational instruments of Lessor or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor, except Permitted Encumbrances, as that term is defined in the Facilities Lease.
- 9.1.4 Lessor is aware of no action, suit, proceeding, inquiry, or investigation pending or threatened in any court or in any federal, state,

or municipal administrative body which, if determined adversely to Lessor or its interests, would have a material and adverse effect upon Lessor's ability to consummate or perform the transactions and obligations contemplated by, or validity of, this Lease or the Facilities Lease. Lessor is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, or municipal administrative body which default might have consequences that would have a material and adverse effect upon Lessor's ability to consummate or perform the transactions and obligations contemplated by, or validity of, this Lease or the Facilities Lease.

- 9.1.5 The Lessor is in compliance with all laws, regulations, and ordinances for the purposes of construction of the facilities pursuant to the Facilities Lease, including without limitation, any local environmental ordinances or requirements under the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.) ("CEQA").
- 9.1.6 To the best of Lessor's knowledge, there are no plans or contemplation by another agency to condemn the Site under the power of eminent domain.

9.2 Lessee's Representations.

- 9.2.1 **Authority.** The person signing this Lease on behalf of Lessee represents and warrants that Lessee 1) is a corporation duly organized and existing under the laws of the State of California, 2) is duly authorized and licensed to do business in the State of California, 3) has the power to enter into this Lease and the Facilities Lease and to perform all of its obligations thereunder, 4) is possessed of full power to own, rent, and hold real and personal property, and to lease and sell the same, and 5) is empowered and fully capable of undertaking and performing the obligations contained herein. The person signing this Lease represents (s)he has full authority to do so and to bind Lessee hereto. If requested by Lessor, within thirty (30) days after this Lease is signed, Lessee shall deliver to Lessor a certified copy of a resolution of Lessee's Board of Directors or Members authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Lessor.
- 9.2.2 Lessee has duly authorized the execution of this Lease.
- 9.2.3 Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease or the Facilities Lease, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction, agreement, or instrument to which Lessee is now a party or by which Lessee is bound, or constitutes a default under any of the foregoing.

9.2.4 Lessee is aware of no action, suit, proceeding, inquiry, or investigation pending or threatened in any court or in any federal, state, or municipal administrative body which, if determined adversely to Lessee or its interests, would have a material and adverse effect upon Lessee's ability to consummate or perform the transactions and obligations contemplated by, or validity of, this Lease or the Facilities Lease. Lessee is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, or municipal administrative body which default might have consequences that would have a material and adverse effect upon Lessee's ability to consummate or perform the transactions and obligations contemplated by, or validity of, this Lease or the Facilities Lease.

- 9.2.5 Lessee shall not pledge the Site or other amounts derived from the Site or from any other of its rights under this Lease or the Facilities Lease, and shall not mortgage or otherwise encumber the Site.
- 9.2.6 For up to six months following the term of this Lease, Lessee shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Lessee, provided Lessor is not in uncured default under this Lease or the Facilities Lease. Lessee shall give Lessor sixty (60) days written notice prior to dissolving or terminating the legal existence of Lessee within two years of the expiration of the term of this Lease.

10 INDEMNIFICATION

The provisions of **Section 5.5** including its subparagraphs, of the **Facilities Lease**, are incorporated herein by reference as though set forth in full.

11 MISCELLANEOUS PROVISIONS

- 11.1 **Disputes.** Any dispute between the parties to this Agreement will be resolved by the parties pursuant to the terms and conditions of the Facilities Lease between the parties hereto.
- 11.2 **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Lease or the Facilities Lease.
- 11.3 **Interpretation.** The captions or headings in this Lease are for convenience only and

in no way define, limit, or describe the scope or intent of any provisions or Sections of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Lessee, the term "Lessee" shall include Lessee's agents, employees, contractors, invitees, successors or others using the Site with Lessee's expressed or implied permission. It is agreed and acknowledged by the parties hereto that the provisions of this Lease have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise portions of this Lease and to have such provisions reviewed by its legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Lease.

- 11.4 **Incorporation of Prior Agreements; Amendments.** This Lease and the related Facilities Lease collectively contain all of the agreements of the parties hereto with respect to any matter covered by or mentioned in this Lease, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.
- 11.5 **Legal Proceedings.** In the event that either party is required to institute legal proceedings to enforce this Lease, in whole or in part, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.
- 11.5.1 Lessee shall also indemnify Lessor against and hold Lessor harmless from all costs, expenses, demands and liability Lessor may incur if Lessor becomes or is made a party to any claim or action (a) instituted by Lessee against any third party, or by any third party against Lessee, or by or against any person holding any interest under or using the Site by license of or agreement with Lessee; (b) for foreclosure of any lien for labor or material furnished to or for Lessee or such other person; (c) otherwise arising out of or resulting from any act or transaction of Lessee or such other person; or (d) necessary to protect Lessor's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Lessee shall defend Lessor against any such claim or action at Lessee's expense with counsel reasonably acceptable to Lessor.
- 11.5.2 Lessor shall also indemnify Lessee against and hold Lessee harmless from all costs, expenses, demands and liability Lessee may incur if Lessee becomes or is made a party to any claim or action (a) instituted by Lessor against any third party, or by any third party against Lessor, or by or against any person holding any interest under or using the Site by license of or agreement with Lessor; (b) otherwise arising out of or resulting from any

act or transaction of Lessor or such other person; or (c) necessary to protect Lessee's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Lessor shall defend Lessee against any such claim or action at Lessor's expense with counsel reasonably acceptable to Lessee.

11.6 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be sent by third party commercial courier service which provides evidence of delivery, or mailed by United States mail (postage prepaid), registered or certified, return receipt requested. Each notice shall be deemed delivered (1) on the date delivered if by courier delivery, (2) on the date delivered by U.S. Mail as evidenced by the return receipt, or (3) on the date acceptance of delivery is refused by the addressee. Provided notice is also sent by courier or U.S. Mail as aforesaid, it may also be delivered by facsimile, and delivery shall be deemed to have occurred on the date of transmission (unless the same is after 5:00 p.m. or on a non-business day, in which event delivery shall be on the next business day). By giving written notice hereunder to the other parties at least five (5) days' in advance, a party to this Agreement may from time to time and at any time during the term of this Agreement change its address for notices under this Agreement. Notices shall be sent to the following addresses

Lessor: Nicholas Arps
Director of Facilities, Construction & Modernization
San Juan Unified School District
5320 Hemlock Street
Sacramento, CA 95841

Lessee: Ted Foor
President / CA Operations
Clark/Sullivan Construction
1340 Blue Oaks Blvd. Suite 150
Roseville, CA 95678

11.7 Waivers. All waivers must be in writing and signed by the waiving party. Lessor's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Lessor from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Lessee or in a letter accompanying a payment check shall be binding on Lessor. Lessor may, with or without notice to Lessee, negotiate such check without being bound to the conditions of such statement.

11.8 No Recordation. Lessee shall not record this Lease without prior written consent from Lessor. However, either Lessor or Lessee may require that a "Short Form"

memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

- 11.9 **Binding Effect; Choice of Law.** This Lease shall inure to the benefit of, and shall be binding upon, Lessor and Lessee, and their respective successors and assigns, to the extent that such successors and assigns have acquired their interest in the Lease in accordance with the terms of this Lease. This Lease shall be governed by the laws of the State of California.
- 11.10 **Recitals Incorporated.** The Recitals set forth at the beginning of this Lease are hereby incorporated into its terms and provisions by this reference.
- 11.11 **Execution of Lease.** This Lease may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- 11.12 **Further Assurances.** The parties hereto agree that they will, from time to time, execute, acknowledge, and deliver such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site or the Improvements.
- 11.13 **Survival.** All representations and warranties of Lessor and Lessee shall survive for a period of two (2) years following the termination of this Lease.
- 11.14 **Lease to be Absolute "Net" Lease.** Except as otherwise provided herein, this Lease is intended to be absolutely "net" to Lessor, so that Lessor shall enjoy all rental and other sums due hereunder without deduction, set-off or any other reduction, and that Lessor shall have no expense in connection with the Property which is not paid or reimbursed by Lessee.

Signatures on next page

SIGNATURE PAGE

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

LESSOR:

San Juan Unified School District
*A school district organized and existing under the laws of
the State of California*

By: _____
Nicholas Arps, Director of Facilities, Construction &
Modernization

By: _____
Frank Camarda, Chief Operations Officer

Date: _____

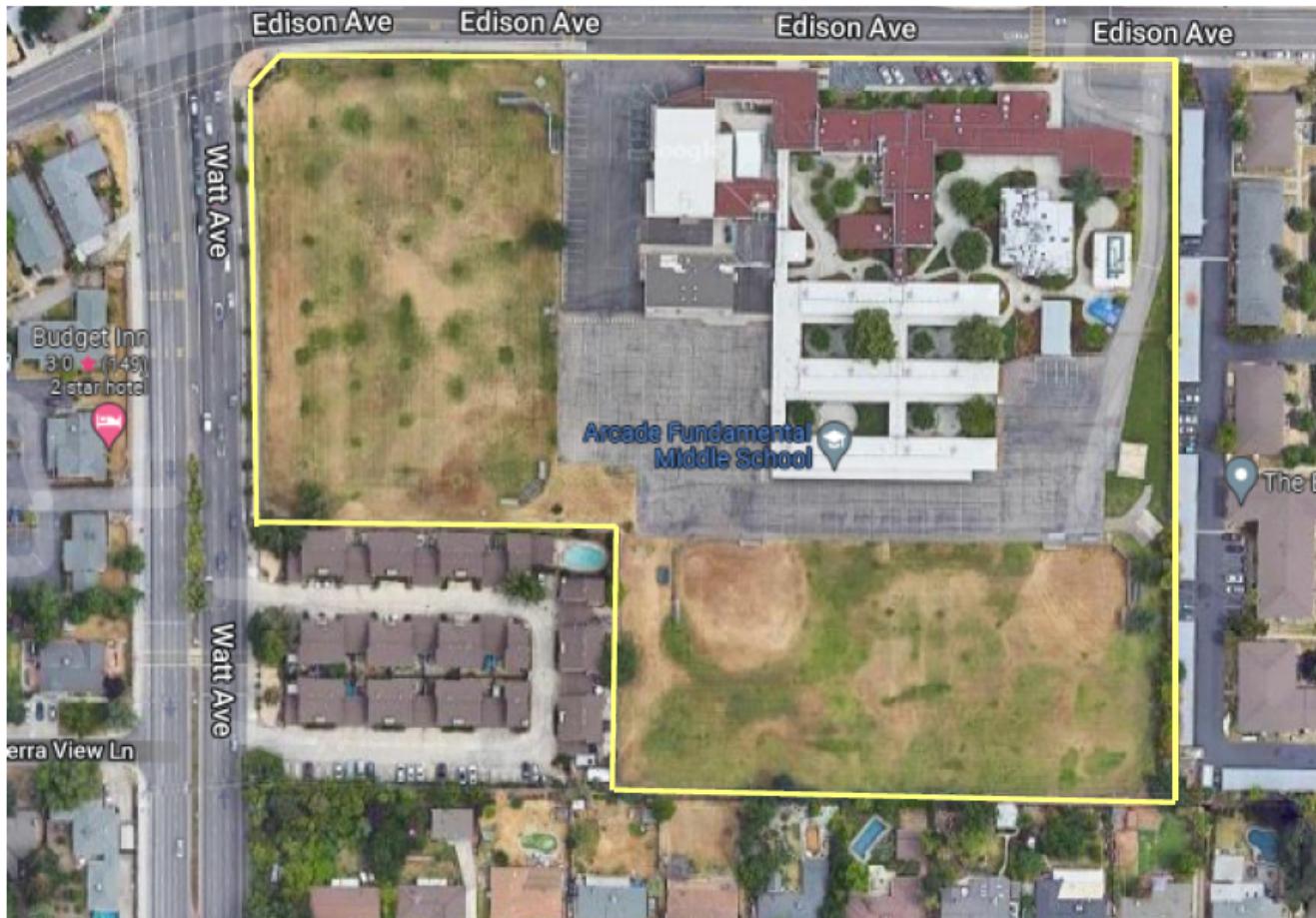


21APR22

LESSEE: Clark/Sullivan Construction

By: _____
Ted Foor, President

EXHIBIT A
Site Description





San Juan Unified School District

Facilities Business Department

5320 Hemlock Street, Sacramento, California 95841

Telephone 916- 971-7283

Internet Web Site: www.sanjuan.edu

Kent Kern, Superintendent of Schools
 Frank Camarda, Chief Operations Officer
 Nic Arps, Director Construction & Mod
 Cherie Chenoweth Coordinator Facilities Business & Compliance

Lease Leaseback Phase I Document Checklist

School: Arcade Fundamental Middle School

Project: Arcade Fundamental MS New Construction

Bid Package No. 22-218

<u>Done</u>	Facilities Lease Agreement
<u>Done</u>	Site Lease
<u>Done</u>	\$10 Site Lease Check
<u>Done</u>	Current CSLB Report
<i>Please note, this is to be done by SJUSD</i>	
<u>Done</u>	PWC 100
<u>Done</u>	W-9
<u>Done - part of Certificate</u>	Confirmation of CA Department of Insurance Bests' rating of no less than (A-) Level VII
<u>Done - part of Certificate</u>	General Liability Insurance - REFER TO EXHIBIT E OF FACILITIES LEASE AGREEMENT
<u>Done - part of Certificate</u>	Workers' Compensation Insurance - REFER TO EXHIBIT E OF FACILITIES LEASE AGREEMENT
<u>Done - part of Certificate</u>	Automobile Insurance - REFER TO EXHIBIT E OF FACILITIES LEASE AGREEMENT
<u>Done - part of Certificate</u>	Umbrella or Excess Liability Insurance - REFER TO EXHIBIT E OF FACILITIES LEASE AGREEMENT
<u>Done</u>	Contractor Affidavit of Public Works Compliance, if applicable
<u>Done</u>	Workers' Comp Affidavit
<u>Done</u>	Names of Signature Authorities (please attach)

Submittal Complete per:

Contract Administrator

Date

Purchasing, SJUSD

Date

Facilities Lease Agreement

Between

San Juan Unified School District

And

Clark/Sullivan Construction

**For the
Arcade Fundamental Middle School New Construction
DSA Application #TBD
SJUSD New Construction # 001-9512-P1**

**Located at
3500 Edison Ave
Sacramento, CA 95821**

Documents Bound Herewith

AGREEMENT FORM

EXHIBIT A THE PROJECT

EXHIBIT B DESCRIPTION OF THE SITE

EXHIBIT C LEASE PAYMENT SCHEDULE

EXHIBIT D GENERAL CONSTRUCTION TERMS AND CONDITIONS

EXHIBIT E INSURANCE REQUIREMENTS

EXHIBIT F GENERAL CONDITIONS COSTS

EXHIBIT G CONSTRUCTION SCHEDULE

EXHIBIT H PRECONSTRUCTION SERVICES

EXHIBIT I SKILLED & TRAINED REPORTING FORM SAMPLE

ATTACHMENT 1 DVBE GOOD FAITH EFFORTS OUTREACH REQUIREMENTS

~~ATTACHMENT 2 CONSTRUCTION ADMINISTRATION PROCEDURES MANUAL~~

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

AGENDA ITEM: I-1

MEETING DATE: 05/10/2022

SUBJECT: Career Technical Education Update

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 updated information related to the district's Career Technical Education (CTE) programs.

RATIONALE/BACKGROUND:

The purpose of this report is to update the board as it relates to the growth of the CTE programs in the district. Over the past six years, there have been significant contributions to funding from federal, state, and local funding sources. As a district, our goal is to provide CTE programs that support our students with many college and career opportunities.

ATTACHMENT(S):

- A: CTE Presentation
B: Class of 2022 Demographic Data and Chart
C: CTE Pathway Graphic

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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: Brett Wolfe, Director, CTE, K-12 Counseling & College/Career Readiness

APPROVED BY: Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs ^{KS}
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *JK*

CAREER TECHNICAL EDUCATION (CTE)

SAN JUAN UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

MAY 10, 2022

1

CTE OVERVIEW



2

PROGRAM OVERVIEW

- Sectors
 - 11 sectors
- Pathways
 - 20 different pathways
- Total Programs
 - 31 high school programs

3



GOALS

- Completer status
- “Jumping off points”
- High wage, high skill, in demand
- Increase enrollment

4



CLASS OF 2022

- 481 students
 - General Education 90.82%
 - Special Education 9.18%
- A-G Completion (projected)
 - 43.9%
- Graduation Rate (projected)
 - 95%

5



CLASS OF 2022

- Language
 - English only 71.9%
 - Reclassified Fluent English Proficient 19.7%
 - English Language Learner 8.4%
- Ethnicity
 - White 57.86%
 - Hispanic/Latino 22.92%
 - Asian/other Asian 7.81%
 - Black/African American 8.41%
 - Other 3%

6



TEACHER RECRUITMENT/TRAINING

- CTE credential
- Single subject credential
- Industry experience
- Center for Teacher Support (CTS)

7

COUNSELING

- Site based
 - Each high school, base services
- Supplemental
 - Two CTE Counselors funded by the Strong Workforce Program grant

8

CERTIFICATIONS

- Industry Recognized
 - Occupational Safety and Health Administration 10 (OSHA)
 - Health Insurance Portability and Accountability Act (HIPAA)
 - National Center for Competency Testing (NCCT)
 - Cardiopulmonary Resuscitation (CPR)
 - Dental – Xray, infection, and state exam
 - Automotive Service Excellence
 - ServSafe – food handler

9

COLLEGE CREDIT

- Dual Enrollment
 - Student receives transferable credit
- Articulation
 - Student receives credit when they matriculate

10

WORK BASED LEARNING

- Internships
 - Working outside of the classroom
- Simulated
 - In the classroom

|1



WORK BASED LEARNING



|2



WORK BASED LEARNING



13

WORK BASED LEARNING



14

SPOTLIGHT

- Del Campo's Emergency Response
 - Scott Schneider, Chief
 - Zac Espinoza, Senior student

15



COMMUNITY PARTNERSHIPS

- Advisory Committees
- Guest speakers
- Job shadows
- Internships

16



NEW PATHWAYS

- Del Campo's Construction – Voc Ed to CTE
- Encina High School – Construction
- Mira Loma – Transportation/Aviation

| 7



QUESTIONS

| 8



San Juan Unified School District Class of 2022 Demographic Data

Class Size: 2,903

Female: 47.7%
Male: 52%
Nonbinary: .3%

White: 54.2%
Hispanic or Latino: 24.8%
Asian, Other Asian: 9.2%
Black/African American: 8.1%
Other: 3.8%

English Only: 85%
Reclass. Fluent English Prof.: 7.9%
English Language Learner: 7.1%

Special Education: 14.26%
General Education: 85.74%

A-G Completion (C/O 2021): 46.5%

Graduation Rate (C/O 2021): 86.3%

CTE Class of 2022 Demographic Data

Cohort Size: 481

Female: 43.6%
Male: 56.2%
Nonbinary: .2%

White: 57.86%
Hispanic or Latino: 22.92%
Asian, Other Asian: 7.81%
Black/African American: 8.41%
Other: 3%

English Only: 71.9%
Reclass. Fluent English Prof.: 19.7%
English Language Learner: 8.4%

Special Education: 9.18%
General Education: 90.82%

A-G Completion (projection): 43.9%

Graduation Rate (projection): 95%

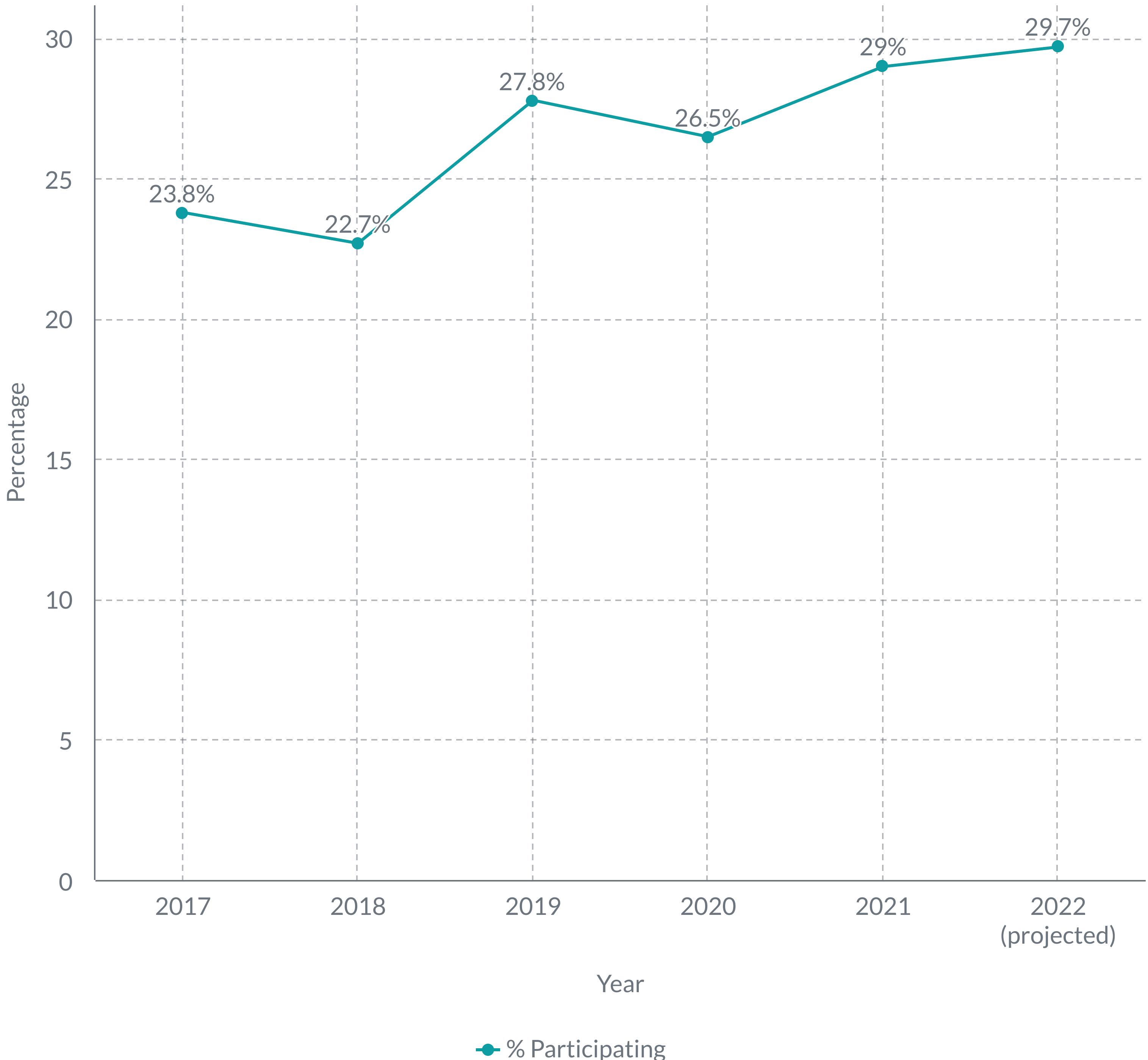
CTE Class of 2022

Cohort Size: 481 (16.5% of all 12th Grade SJUSD students)

Completers: 450 (15.5% of all 12th Grade SJUSD students)

Career Education Dual Enrollment (ARC): Automotive, Fire Technology, Public Safety

San Juan Unified CTE Students Year to Year



Building & Construction Trades

- Woodworking
- Construction Technology
- Construction Technology (Coming 22-23)
- Construction Technology

Transportation

- Automotive Technology
- Aviation (Coming 23-24)
- Automotive Technology

Arts, Media, & Entertainment

- Broadcasting & Video Production
- Broadcasting & Video Production
- Performing Arts: Professional Theatre
- Broadcasting & Video Production
- Broadcasting & Video Production

Hospitality, Tourism, & Recreation

- Culinary

Information & Communication Technology

- Computer Science
- Computer Science
- Cybersecurity

Agriculture & Natural Resources

- Agribusiness Management & Marketing
- Floral Design

Engineering & Architecture

- Project Lead the Way: Engineering & Manufacturing

Public Services

- Fire Technician/ Emergency Medical Response
- Law Enforcement/Public Safety

Manufacturing & Product Development

- Eagle Polytechnic Institute Engineering Academy
- Metal Technology
- Robotics

**Bella Vista High School**

- Computer Science
- Project Lead the Way: Engineering & Manufacturing

**Casa Roble High School**

- Agribusiness Management & Marketing
- Automotive Technology
- Floral Design
- Medical Assisting S.C.O.R.E. Academy
- Woodworking

**Del Campo High School**

- Broadcasting & Video Production
- Business Entrepreneurship
- Construction Technology
- Fire Technician/ Emergency Medical Response
- Web Authoring

**El Camino High School**

- Broadcasting & Video Production
- Eagle Polytechnic Institute: Engineering Academy
- Medical Assisting
- Metal Technology

**Encina High School**

- Construction (Coming 22-23)
- Dental Assisting

**Mesa Verde High School**

- Business Entrepreneurship Academy
- Law Enforcement/Public Service
- Performing Arts: Professional Theatre

**Meraki High School**

- Broadcasting & Video Production

**Mira Loma High School**

- Aviation (Coming 23-24)
- Cybersecurity
- Medical Assisting

**Rio Americano High School**

- Robotics
- Medical Assisting

**San Juan High School**

- Automotive Technology
- Broadcasting & Video Production
- Construction Technology
- Culinary & Bakery

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

AGENDA ITEM: I-2

MEETING DATE: 05/10/2022

SUBJECT: A-G Completion Improvement Grant Plan

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 receive information on the A-G Completion Improvement Grant Plan, which assures the allocated funding to the district and schools for supplement programs and services to students, parents/guardians and staff.

RATIONALE/BACKGROUND:

The A-G Completion Improvement Grant is state funding provided to local educational agencies (LEAs) for additional supports to help increase the number of California high school pupils, particularly low-income, English learner, and foster youth students, who graduate from high school with A-G eligibility for admission into University of California and California State Universities.

California law does not require LEAs to apply for funding under the A-G Completion Improvement Grant Program, as Education Code 41590 prescribes an allocation formula that determines the amount of grant funds each qualifying LEA will receive. San Juan Unified School District received \$2,042,797.

Education Code 41590 requires development of the plan, no later than April 1, 2022, describing how the LEA plans to utilize their grant funds to improve A-G eligibility and completion rates, and for the plans to be discussed at a regularly scheduled board meeting. LEAs are not required to submit their plans to their county offices of education, nor are they required to submit them to the California Department of Education (CDE).

LEAs will be required to report to the CDE how they are measuring the effectiveness of their grant investments, pursuant to the plans they developed and adopted, and their outcomes based on those measurements. This report is due on or before December 31, 2023.

ATTACHMENT(S):

A: A-G Completion Improvement Grant Plan

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

FISCAL IMPACT:

Current Budget: \$2,042,797.00

Additional Budget: \$ N/A

Funding Source: A-G Grant

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Brett Wolfe, Director, CTE, K-12 Counseling & College/Career Readiness

APPROVED BY: Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MB*
Kent Kern, Superintendent of Schools *KK*

KS

A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
San Juan Unified School District	\$2,042,797

Plan Descriptions

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility.

Funding received for the A-G Completion Improvement Grant, which comprises both the A-G Access Grant and the A-G Learning Loss Mitigation Grant, will be used for the following: training for high school counselors on entrance requirements to University of California and California State University universities; pay testing fees for unduplicated students taking Advanced Placement (AP) and International Baccalaureate (IB) tests; pay for registration for teachers to attend Advanced Placement course training; increase credit recovery sections (during the school day and outside of the school day); provide additional days for counselors to work with students who are credit deficient; increase dual enrollment sections at each high school; purchase college textbooks for dual enrollment classes; provide administrator support at the high schools to assist with A-G completion, professional development, advising plans, social emotional learning (SEL) support, and increasing enrollment; marketing materials in multiple languages explaining A-G and college admissions.

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

Beginning with the class of 2023, all students in San Juan Unified School District must meet stricter graduation requirements. These requirements, although aligned to UC's A-G requirements, are not a mirror to the admission requirements for the University of California and the California State Universities. All SJUSD students are required to have a four-year plan aimed at attaining a Prepared status on the College Career Indicator (CCI) for graduation. A-G readiness is one way for students to graduate prepared on the CCI. Courses required for graduation - English, History, Science, World Language, Mathematics, and Visual and Performing Arts - are all A-G approved.

The number of students who were identified for opportunities to retake A-G approved courses in which they received a "D", "F", or "Fail" grade in the 2020 spring semester or the 2020-2021 school year and a description of the method used to offer the opportunity retake courses.

During the 2020-2021 school year, there were a total of 43,855 high school courses that either received no credit (F or fail) or were not eligible to be included for UC A-G credit. The 43,855 courses amounted to 24.12% of all grades issued by SJUSD high schools in 2020-2021. Students have the opportunity to retake classes in the traditional format, enroll in a credit recovery class, participate in credit recovery summer school, or move to an alternative education setting where students can remediate courses in a different format.

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

San Juan Unified School District's Local Control and Accountability Plan (LCAP) is focused on unduplicated students, students who are credit deficient, students who are the first in their family to attend college, college/career readiness curriculum, math supports, strategies to recruit students into AP/IB classes, and provides additional counseling to serve high school students. The A-G Completion Improvement Grant is being used to supplement the LCAP in areas not currently covered.

Plan Expenditures

Programs and services to increase or improve A-G completion	Planned Expenditures
Counselor training including University of California Counseling Conference (\$40 x 25)	\$1,000
Advanced Placement teacher training (\$285 x 18)	\$5,130
Credit Recovery Sections at each high school (in school and asynchronous, 18)	\$450,000
College/Career Technicians (Encina & Mesa Verde)	\$553,371
Additional Days for High School Counselors (5 days, 34 counselors)	\$103,296
Dual Enrollment Textbooks	\$180,000
Test Fees for unduplicated students (AP/IB)	\$75,000

Dual Enrollment (sections, one per HS)	\$225,000
Administrator Support	\$400,000
Marketing, Parent Education	\$50,000
Total Amount	\$2,042,797

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

AGENDA ITEM: I-3

MEETING DATE: 05/10/2022

SUBJECT: Proposed Revisions to
Board Policy 5111 Admission

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

DEPARTMENT: Admissions and Family Services

ACTION REQUESTED:

The superintendent is recommending that the board discuss the proposed revisions to Board Policy 5111 Admission.

Action anticipated: May 24, 2022

RATIONALE/BACKGROUND:

When necessary, the board will approve revisions to policy to reflect current practices or changes in law. Board Policy 5111 addresses the admission of students into schools and has proposed revisions to reflect gender neutral language.

ATTACHMENT(S):

A: Proposed Revisions - Board Policy 5111 Admission

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/18/2022, 05/02/2022

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:

Brian T. Ginter, Director, Admissions and Family Services

APPROVED BY:

Debra Calvin, Ed.D., Assistant Superintendent, Educational Services

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support

Kent Kern, Superintendent of Schools

DC

MBS

KK

Board Policy Manual
San Juan Unified School District

Policy 5111: Admission

Status: ADOPTED

Original Adopted Date: 09/24/2019 | **Last Revised Date:** 11/17/2020 | **Last Reviewed Date:**
11/17/2020

The governing board encourages the enrollment and appropriate placement of all ~~school-aged~~ children who are eligible for enrollment in school. The superintendent or designee shall inform parents/guardians of children seeking admission to a district school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

The superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable board policies and administrative regulations.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

~~The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code section 49452.9)~~

Verification of Admission Eligibility

Before enrolling any child in a district school, the superintendent or designee shall verify the child's age, residence ~~ey within the district~~, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable board policy or administrative regulation.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student's ~~s or~~ his/her family members. (Education Code sections 234.7, 49076.7)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or the student's his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for entry into grades K-1 as authorized by Education Code section 48002 or otherwise prescribed by the board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or an his/her inability to produce previous academic, medical, or other records normally

required for enrollment. (Education Code sections 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 200	Promotion from kindergarten to first grade
5 CCR 201	Admission to high school
Civ. Code 51	Unruh Civil Rights Act
Code of Civil Procedure 1002.7	Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 48000	Minimum age of admission (kindergarten)
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48010	Minimum age of admission (first grade)
Ed. Code 48011	Admission from kindergarten or other school; minimum age
Ed. Code 48050-48053	Nonresidents
Ed. Code 48200	Children between ages of 6 and 18 years (compulsory full-time education)
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48645.5	Enrollment of former juvenile court school students
Ed. Code 48850-48859	Education of students in foster care and students who are homeless
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49408	Information for use in emergencies
Ed. Code 49700-49703	Education of children of military families
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 121475-121520	Tuberculosis tests for students
Federal	Description

42 USC 11431-11435

5 USC 552a

Management Resources

CA Office of the Attorney General
Publication

Court Decision

CSBA Publication

U.S. DOJ & DOE Civil Rights Joint
Publication

U.S. DOJ & DOE Civil Rights Joint
Publication

U.S. DOJ & DOE Civil Rights Joint
Publication

Website

Website

Website

Website

Website

McKinney-Vento Homeless Assistance Act

Records maintained on individuals

Description

Promoting Safe & Secure Learning Environment for All:
Guidance & Model Policies to Assist CA K-12 Schools in
Responding to Immigration Issues, 4/2018

Plyler v. Doe, 457 U.S. 202 (1982)

Legal Guidance on Providing All Children Equal Access to
Education, Regardless of Immigration Status, February 2017

Information on the Rights of All Children to Enroll in School:
Questions and Answers for States, School Districts and
Parents, May 8, 2014

Fact Sheet: Information on the Rights of All Children to
Enroll in School, May 8, 2014

Dear Colleague Letter: School Enrollment Procedures, May
8, 2014

[California Office of the Attorney General](#)

[U.S. Department of Justice](#)

[California Department of Education](#)

[CSBA](#)

[U.S. Department of Education, Office for Civil Rights](#)

Cross References

Code

5111.1

5111.1

5112.1

5112.1

5112.2

5112.2

5116.1

5116.1

5117

5117

5119

5119

5123

5123

Description

[District Residency](#)

[District Residency](#)

[Exemptions From Attendance](#)

[Exemptions From Attendance](#)

[Exclusions From Attendance](#)

[Exclusions From Attendance](#)

[Intradistrict Open Enrollment](#)

[Intradistrict Open Enrollment](#)

[Interdistrict Attendance](#)

[Interdistrict Attendance](#)

[Students Expelled From Other Districts](#)

[Students Expelled From Other Districts](#)

[Promotion/Acceleration/Retention](#)

[Promotion/Acceleration/Retention](#)

5125	<u>Student Records</u>
5125	<u>Student Records</u>
5141.3	<u>Health Examinations</u>
5141.3	<u>Health Examinations</u>
5141.31	<u>Immunizations</u>
5141.31	<u>Immunizations</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6-E(1)	<u>Parental Notifications</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>

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

AGENDA ITEM: I-4

MEETING DATE: 05/10/2022

SUBJECT: Proposed Revisions to Board Policy
0420.42 Charter School Renewal

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

DEPARTMENT: Admissions and Family Services

ACTION REQUESTED:
The superintendent is recommending that the board discuss the proposed revisions to Board Policy 0420.42 Charter School Renewal.

Action anticipated: May 24, 2022

RATIONALE/BACKGROUND:

When necessary, the board will approve revisions to policy to reflect current practices or changes in law. Board Policy 0420.42 addresses the renewal of charters schools and the requirements for this process. The proposed revisions reflect language to account for renewal of charters during the years that charter schools have been affected by COVID-19 and how that may affect the renewal term. Proposed revisions also reflect language about a charter and the changes it may be seeking to make in the operation of the school or delivery of its educational model (material revisions). Finally, the language around timelines when districts must approve or deny charters has been updated, although the timing remains the same.

ATTACHMENT(S):

A: Proposed Revisions - Board Policy 0420.42 Charter School Renewal

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/18/2022, 05/02/2022

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:

Brian T. Ginter, Director, Admissions and Family Services

APPROVED BY:

Debra Calvin, Ed.D., Assistant Superintendent, Educational Services

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support

Kent Kern, Superintendent of Schools

D.C.

M.B.

KK

Board Policy Manual
San Juan Unified School District

Policy 0420.42: Charter School Renewal**Status:** ADOPTED**Original Adopted Date:** Pending

The Governing Board believes that the ongoing operation of a charter school established within the district should be dependent on the charter school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the bBoard shall review the petition thoroughly and in a timely manner, consistent with the timelines set out in the Education Code. The bBoard shall consider renewal petitions only of charters originally authorized by the bBoard itself or by the State Board of Education (SBE) on appeal after initial denial by the bBoard.

[\(cf. 0420.4 - Charter School Authorization\)](#)

[\(cf. 0420.41 - Charter School Oversight\)](#)

[\(cf. 0420.43 - Charter School Revocation\)](#)

[\(cf. 0500 - Accountability, Research and Evaluation\)](#)

Each renewal granted by the Board shall be for a period of five years. (Education Code 47607)

[Submission of Renewal Petition](#)

The bBoard shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code section 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the bBoard and in accordance with the standards and criteria in Education Code section 47605 for material revisions. (Education Code section 47607)

A charter school seeking renewal of its charter is encouraged to submit its petition for renewal to the Board sufficiently early before the term of the charter is due to expire. The bBoard recommends that a charter school submit its petition for renewal to the bBoard sufficiently early before the expiration of the term of the charter to allow the bBoard's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The signature requirement applicable to new charter petitions is not applicable to petitions for renewal. (5 CCR 11966.4)

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. The petition also shall include documentation that the charter school meets at least one of the criteria for academic performance specified in Education Code 47607(b), as listed in item #5 in the section "Criteria for Granting or Denying Renewal" below. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code [section 47605](#). ~~The Board shall consider the past performance of the charter school's academics, finances, and operations in evaluating the likelihood of future success, along with plans for improvement, if any. (Education Code 47607; 5 CCR 11966.4)~~ However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located, as described in Education Code [section 47605](#). ([Education Code section 47607](#))

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. ([Education Code section 47607; 5 CCR 11966.4](#))

In determining whether to grant a charter renewal, the ~~b~~Board shall ~~consider increases in academic achievement for all "numerically significant" groups of students served by the charter school, as defined in Education Code 52052, as the most important factor. ([Education Code 47607](#))~~ review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the ~~b~~Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The ~~b~~Board shall only consider data from sources adopted by SBE. ([Education Code sections 47607, 47607.2](#))

Following the ~~b~~Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

~~The Board shall deny a renewal petition only if it makes a written factual finding setting forth specific facts to support one or more of the following grounds: ([Education Code 47605, 47607; 5 CCR 11966.4](#))~~

- ~~1. The charter school presents an unsound educational program for the students enrolled in the school.~~
- ~~2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.~~
- ~~3. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).~~
- ~~4. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).~~
- ~~5. The charter school has failed to meet at least one of the following criteria of academic performance:
 - a. Attainment of its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both schoolwide and for all numerically significant groups of students served by the charter school as defined in Education Code 52052
 - b. An API ranking in deciles 4-10 in the prior year or in two of the last three years
 - c. An API ranking in deciles 4-10 for a demographically comparable school in the prior year or in two of the last three years
 - d. Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school. In determining whether the charter school satisfies this criterion, the Board shall base its decision on:~~

~~(1) Documented clear and convincing data~~

~~(2) Student achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program, for demographically similar student populations in comparison schools~~

~~(3) Information submitted by the charter school~~

~~Whenever the Board makes a determination based on this criterion, the Superintendent or designee shall submit copies of supporting documentation and a written summary of the basis for the Board's determination to the Superintendent of Public Instruction.~~

~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~

e. Qualification for an alternative accountability system pursuant to Education Code 52052(h)

~~Timelines for Board Action~~

~~Within 30 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input.~~

~~If the charter school submits documentation pursuant to item #5d in the section "Criteria for Granting or Denying Renewal" above, the Board shall not grant a renewal until at least 30 days after the submission of such documentation. (Education Code 47607)~~

~~Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Board shall either grant or deny the request to renew the charter. (Education Code 47607; 5 CCR 11966.4)~~

~~If the Board fails to make a written factual finding pursuant to items #1-5 in the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)~~

~~The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)~~

~~If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. If the County Board then fails to deny or grant the petition within 60 days of receiving the petition, or within 90 days if extended by written mutual agreement of the charter school and the County Board, the charter school may submit the petition to the State Board of Education. (Education Code 47605, 47607.5)~~

1. Renewal of Five to Seven Years

a. A charter school that is not eligible for technical assistance pursuant to Education Code section 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following: (Education Code section 47607)

- (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
- (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority

of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups

- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code section 47607)

2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code section 47607.2)
- (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
- (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
- b. For any such charter school, the bBoard may deny the renewal petition only upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the bBoard's decision provided greater weight to performance on measurements of academic performance. (Education Code section 47607.2)

3. Denial/Two-Year Renewal

- a. The bBoard shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the three most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, for any renewal submitted in the 2020-21 or 2021-22 school year, either of the following applies: (Education Code section 47607.2)
- (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
- (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. However, the Bboard may grant a two-year renewal to any such charter school if the bBoard makes written factual findings, setting forth specific facts to support the findings, that: (Education Code section 47607.2)
- (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
- (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the bBoard may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the bBoard shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The bBoard may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code section 47607)

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the b-Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The bBoard shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The bBoard may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code section 47607)

Timelines for Board Action

Within 60 days of receiving the renewal petition, the bBoard shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code section 47605)

The bBoard shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the bBoard agree to the extension. (Education Code section 47605)

At least 15 days before the public hearing at which the bBoard will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code section 47605)

If the bBoard fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition.

The sSuperintendent or designee shall provide notification to the California Department of Education CDE, within 10 calendar days of the bBoard's action, whenever a renewal of the charter is granted or denied. (Education Code section 47604.32; 5 CCR 11962.1)

If the bBoard denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the bBoard's written factual findings supporting the denial. (Education Code sections 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code section 47605 and 5 CCR 11962 shall be implemented. (Education Code sections 47604.32, 47605)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 11960-11969

Ed. Code 47600-47616.7

Ed. Code 52052

Ed. Code 56145-56146

Ed. Code 60600-60649

Federal

20 USC 7223-7225

Management Resources

CSBA Publication

CSBA Publication

Website

Website

Website

Website

Website

Description

Charter schools

Charter Schools Act of 1992

Accountability; numerically significant student subgroups

Special education services in charter schools

Assessment of academic achievement

Description

Charter schools

Description

Charter Schools: A Guide for Governance Teams, rev. 2016

The Role of the Charter School Authorizer, Online Course

National Association of Charter School Authorizers

California Charter Schools Association

California Department of Education, Charter Schools

CSBA

U.S. Department of Education

Cross References

Code

0420.4

0420.4

0420.41

0420.41-E(1)

6162.51

Description

Charter School Authorization

Charter School Authorization

Charter School Oversight

Charter School Oversight

State Academic Achievement Tests

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 Definition of numerically significant student subgroup

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

CODE OF REGULATIONS, TITLE 5

11962-11962.1 Definitions

11966.4 Submission of charter renewal petition

11966.5 Charter petitions that have not been renewed; submission to county board of education

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools 7221-7221j Expanding opportunity through quality charter schools

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Guide for Governance Teams, rev. June 2021 2016

WEB SITES

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

California Charter Authorizing Professionals: <https://calauthorizers.org>

California Charter Schools Association: <https://www.ccsa.org>

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

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

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

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

AGENDA ITEM: I-5

MEETING DATE: 05/10/2022

SUBJECT: Proposed Revisions to Board Policy 3300
Expenditures and Purchases

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 discuss the proposed revisions to Board Policy 3300 Expenditures and Purchases.

Action anticipated: May 24, 2022

RATIONALE/BACKGROUND:

The attached board policy has been updated to reflect the current procurement and contract laws, which align with the California School Boards Association's sample policy.

ATTACHMENT(S):

A:Proposed Revisions - Board Policy 3300 Expenditures and Purchases

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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: Susan Kane, Director, Business Support Services

Jennifer Stahlheber, Chief Financial Officer

SK

APPROVED BY: Kent Kern, Superintendent of Schools

KK

San Juan USD | BP 3300 Business and Noninstructional Operations

Expenditures and Purchases/Expending Authority

The ~~g~~Governing ~~b~~Board recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the ~~s~~Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

(ef 3000 Concepts and Roles)

(ef 3100 Budget)

(ef 3350 Travel Expenses)

(ef 3400 Management of District Assets/Accounts)

(ef 3460 Periodic Financial Reports and Accountability)

(ef 9270 Conflict of Interest)

Expending Authority

The ~~s~~Superintendent or designee may purchase supplies, materials, apparatus, and equipment, and services in accordance with ~~g~~Governing ~~b~~Board policy, approved procedures, administrative regulations, Cal Procurement Card procedures, the Education Code, ~~the~~ Public Contract Code section 20111, and other applicable laws. Such purchases shall not exceed the limits imposed by law. (Education Code section -17605). ~~The b~~Board shall not recognize obligations incurred contrary to ~~b~~Board policy and administrative regulations.

District officials authorized to sign purchase orders and other purchase or contractual obligations of the district are only those authorized by the Board; namely the Superintendent, Chief Fiscal Officer, and Supervisor of Accounting.

(ef 3311 Bids)

(ef 3312 Contracts)

The ~~b~~Board shall review all transactions entered into by the ~~s~~Superintendent or designee on behalf of the ~~b~~Board every 60 days. (Education Code section 17605) All contracts must be approved or ratified by the ~~b~~Board on a [MONTHLY] basis.

(ef 3312 Contracts)

Upon adoption of the final budget by the ~~b~~Board, all items included therein shall be considered approved and the administration authorized to proceed with the purchasing of such items in accordance with this policy. Prior to final budget adoption, those items essential to the operation of the educational program may be purchased.

The ~~s~~Superintendent or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the ~~b~~Board.

(ef 3110 – Budget Transfers of Funds)

District funds shall not be expended for the purchase of alcoholic beverages. (Education Code section 32435)

Purchasing Procedures

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in district schools and buildings.

(ef 3314.2 – District Revolving Funds)

(ef 3440 – Inventories)

(ef 3511.1 – Integrated Waste Management)

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the ~~S~~uperintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order.

(ef 3312 – Contracts)

Conflict of Interest

Members of the ~~b~~Board and employees of the district shall not have a financial interest in any contract for goods or services when the following conditions apply:

1. The contract is between the district and a member of the ~~b~~Board, or employee.
2. The contract is between the district and a partnership or unincorporated association of which a member of the ~~b~~Board or employee is a partner or in which he/she is the owner or holder, directly or indirectly, or a proprietorship interest.
3. The contract is between the district and a corporation in which a member of the ~~b~~Board or employee is the owner or holder, directly or indirectly, of five percent or more of the outstanding common stock.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<u>State</u>	<u>Description</u>
<u>Ed. Code 17604</u>	<u>Delegation of powers to agents</u>
<u>Ed. Code 17605</u>	<u>Delegation of authority to purchase supplies and equipment</u>
<u>Ed. Code 32370-32376</u>	<u>Recycling paper</u>
<u>Ed. Code 32435</u>	<u>Prohibited use of public funds, alcoholic beverages</u>
<u>Ed. Code 35010</u>	<u>Control of district; prescription and enforcement of rules</u>
<u>Ed. Code 35035</u>	<u>Powers and duties of the superintendent; transfer authority</u>
<u>Ed. Code 35160</u>	<u>Authority of governing boards</u>
<u>Ed. Code 35250</u>	<u>Duty to keep certain records and reports</u>
<u>Ed. Code 38083</u>	<u>Purchase of perishable foodstuffs and seasonal commodities</u>
<u>Ed. Code 41010</u>	<u>Accounting system</u>
<u>Ed. Code 41014</u>	<u>Requirement of budgetary accounting</u>
<u>Gov. Code 4330-4334</u>	<u>California made materials</u>
<u>Pub. Cont. Code 20111</u>	<u>Contracts over \$50,000; contracts for construction; award to lowest responsible bidder</u>
<u>Pub. Cont. Code 3410</u>	<u>U.S. produce and processed foods</u>

Management Resources

Description

<u>State</u>	<u>Description</u>
<u>Website</u>	<u>CSBA, Financial Services</u>
<u>Website</u>	<u>California Department of Education</u>
<u>Website</u>	<u>California Association of School Business Officials</u>
<u>Cross References</u>	
<u>Code</u>	<u>Description</u>
<u>3000</u>	<u>Concepts And Roles</u>
<u>3100</u>	<u>Budget</u>
<u>3100</u>	<u>Budget</u>
<u>3230</u>	<u>Federal Grant Funds</u>
<u>3230</u>	<u>Federal Grant Funds</u>
<u>3311</u>	<u>Bids</u>
<u>3311</u>	<u>Bids</u>
<u>3312</u>	<u>Contracts</u>
<u>3314</u>	<u>Payment For Goods And Services</u>
<u>3400</u>	<u>Management Of District Assets/Accounts</u>
<u>3440</u>	<u>Inventories</u>
<u>3440</u>	<u>Inventories</u>
<u>3460-E(1)</u>	<u>Financial Reports And Accountability - Periodic Financial Reports</u>
<u>3512</u>	<u>Equipment</u>

<u>Code</u>	<u>Description</u>
<u>3512</u>	<u>Equipment</u>
<u>3551</u>	<u>Food Service Operations/Cafeteria Fund</u>
<u>6162.6</u>	<u>Use Of Copyrighted Materials</u>
<u>6162.6</u>	<u>Use Of Copyrighted Materials</u>
<u>9270</u>	<u>Conflict Of Interest</u>
<u>9270-E(1)</u>	<u>Conflict Of Interest</u>

(cf. 9270—Conflict of Interest)

(cf. 3310—Purchasing Procedures)

(cf. 3311—Soliciting Prices (Bids and Quotations))

(cf. 3312—Contracts)

(cf. 3100—Budget)

(cf. 3110—Budget Transfers of Funds)

The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents; liability of agents

17605 Delegation of authority to purchase supplies and equipment

32370-32376 Recycling paper

32435 Prohibited use of public funds

35010 Control of district; prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35250 Duty to keep certain records and reports

35272 Educational and athletic materials

38083 Purchase of perishable foodstuffs and seasonal commodities

41010 Accounting system

41014 Requirement of budgetary accounting

GOVERNMENT CODE

4330-4334 California made materials

PUBLIC CONTRACT CODE

3410 U.S. produce and processed foods

20111 and 22032 Contracts over \$5015,000 for work and over \$53,900 for materials or supplies; contracts for construction; award to lowest responsible bidder

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Fiscal Accountability, 2006

WEB SITES

CSBA, Financial Services: <http://www.csba.org/fs>

California Association of School Business Officials: <http://www.casbo.org>

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

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: June 9, 1992 Carmichael, California

Effective: September 1, 1992

Revised: April 27, 1999

Revised:

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

AGENDA ITEM: I-6

MEETING DATE: 05/10/2022

SUBJECT: Proposed Revisions to Board Policy 3311 Bids

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 discuss the proposed revisions to Board Policy 3311 Bids.

Action anticipated: May 24, 2022

RATIONALE/BACKGROUND:

The attached board policy has been updated to reflect the current procurement and contract laws, which align with the California School Boards Association's sample policy.

ATTACHMENT(S):

A: Proposed Revisions - Board Policy 3311 Bids

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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:

Susan Kane, Director, Business Support Services
Jennifer Stahlheber, Chief Financial Officer



APPROVED BY:

Kent Kern, Superintendent of Schools



San Juan USD | BP 3311 Business and Noninstructional Operations

Bids

The ~~G~~overning ~~b~~Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the ~~b~~Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

(cf. [0410 – Nondiscrimination in District Programs and Activities](#))

(cf. [3000 – Concepts and Roles](#))

(cf. [3230 – Federal Grant Funds](#))

(cf. [3300 – Expenditures/Expenditure Authority and Purchases](#))

(cf. [3311.1 – Uniform Public Construction Cost Accounting Procedures](#))

(cf. [3311.2 – Lease Leaseback Contracts](#))

(cf. [3311.3 – Design Build Contracts](#))

(cf. [3311.4 – Procurement of Technological Equipment](#))

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code [section 20116](#))

The ~~S~~uperintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For use in contracting for public works projects, the ~~b~~Board has, by resolution, adopted the procedures set forth in the California Uniform Public Construction Cost Accounting Act under Public Contract Code sections 22030 et seq., including the required cost accounting procedures and the informal bidding procedures when allowed by law. The ~~b~~Board delegates to the ~~S~~uperintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications and working details for all public projects requiring formal bidding procedures. (Public Contract Code section 22030 et seq.)

For award of contracts which, by law or ~~B~~oard policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

(cf. [9270 – Conflict of Interest](#))

When calling for bids, the ~~s~~Superintendent or designee shall ensure that the bid specifications clearly describe in appropriate detail the quality, delivery, and service required and include all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the ~~B~~oard requires, or else all bids shall be rejected. (Public Contract Code [section -20111](#))

The ~~g~~Governing ~~b~~oard will approve or ratify all construction change orders. No change order may result in a contract price change of more than 10% of the original contract approved or ratified by the ~~b~~oard.

When the ~~g~~Governing ~~b~~oard has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property to the extent authorized by law. (Public Contract Code [section -20118](#))

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<u>State</u>	<u>Description</u>
Bus. Code 7056	General engineering contractor
Bus. Code 7057	General building contractor
CCP. 446	Verification of pleadings
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17406	Lease-leaseback contract
Ed. Code 17595	Purchase of supplies through Department of General Services
Ed. Code 17602	Purchase of surplus property from federal agencies
Ed. Code 38083	Purchase of perishable foodstuffs and seasonal commodities
Ed. Code 38110-38120	Apparatus and supplies

<u>State</u>	<u>Description</u>
<u>Ed. Code 39802</u>	<u>Transportation services</u>
<u>Gov. Code 4217.10-4217.18</u>	<u>Energy conservation contracts</u>
<u>Gov. Code 4330-4334</u>	<u>California made materials</u>
<u>Gov. Code 53060</u>	<u>Special services and advice</u>
<u>Gov. Code 54201-54205</u>	<u>Purchase of supplies and equipment by local agencies</u>
<u>Gov. Code 6252</u>	<u>Definition of public record</u>
<u>Pub. Cont. Code 1102</u>	<u>Definition of emergency</u>
<u>Pub. Cont. Code 1103</u>	<u>Definition, responsible bidder</u>
<u>Pub. Cont. Code 12200</u>	<u>Definitions, recycled goods, materials and supplies</u>
<u>Pub. Cont. Code 2000-2002</u>	<u>Responsive bidders</u>
<u>Pub. Cont. Code 20101-20103.7</u>	<u>Public construction projects, requirements for bidding</u>
<u>Pub. Cont. Code 20103.8</u>	<u>Award of contracts</u>
<u>Pub. Cont. Code 20110-20118.4</u>	<u>Local Agency Public Construction Act: school districts</u>
<u>Pub. Cont. Code 20189</u>	<u>Bidder's security, earthquake relief</u>
<u>Pub. Cont. Code 22000-22045</u>	<u>Alternative procedures for public projects (UPCCAA)</u>
<u>Pub. Cont. Code 22152</u>	<u>Recycled product procurement</u>
<u>Pub. Cont. Code 3000-3010</u>	<u>Roofing projects</u>

<u>State</u>	<u>Description</u>
Pub. Cont. Code 3400	Bid specifications
Pub. Cont. Code 3410	U.S. produce and processed foods
Pub. Cont. Code 4113	Prime contractor; subcontractor
Pub. Cont. Code 6610	Bid visits
<u>Management Resources</u>	<u>Description</u>
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 1 (2006)
Court Decision	City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861
Court Decision	Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425
Court Decision	Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449
Court Decision	Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739
Court Decision	Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241
Website	California Department of General Services
Website	CSBA
Website	California Department of Education
Website	California Association of School Business Officials
Cross References	

<u>Code</u>	<u>Description</u>
<u>0410</u>	<u>Nondiscrimination In District Programs And Activities</u>
<u>1340</u>	<u>Access To District Records</u>
<u>1340</u>	<u>Access To District Records</u>
<u>3000</u>	<u>Concepts And Roles</u>
<u>3230</u>	<u>Federal Grant Funds</u>
<u>3230</u>	<u>Federal Grant Funds</u>
<u>3312</u>	<u>Contracts</u>
<u>3314</u>	<u>Payment For Goods And Services</u>
<u>3510</u>	<u>Green School Operations</u>
<u>3512</u>	<u>Equipment</u>
<u>3512</u>	<u>Equipment</u>
<u>3540</u>	<u>Transportation</u>
<u>3551</u>	<u>Food Service Operations/Cafeteria Fund</u>
<u>3580</u>	<u>District Records</u>
<u>3580</u>	<u>District Records</u>
<u>6161.1</u>	<u>Selection And Evaluation Of Instructional Materials</u>
<u>6161.1</u>	<u>Selection And Evaluation Of Instructional Materials</u>
<u>6163.1</u>	<u>Library Media Centers</u>

<u>Code</u>	<u>Description</u>
<u>6163.1</u>	<u>Library Media Centers</u>
<u>9270</u>	<u>Conflict Of Interest</u>
<u>9270-E(1)</u>	<u>Conflict Of Interest</u>
<u>9320-E(1)</u>	<u>Meetings And Notices</u>
<u>9323.2</u>	<u>Actions By The Board</u>

Legal Reference:

EDUCATION CODE

[17070.10-17079.30 Leroy F. Greene School Facilities Act](#)

[17250.10-17250.55 Design-build contracts](#)

[17406 Lease-leaseback contracts](#)

[17595 Purchase of supplies through Department of General Services](#)

[17602 Purchase of surplus property from federal agencies](#)

[38083 Purchase of perishable foodstuffs and seasonable commodities](#)

[38110-38120 Apparatus and supplies](#)

[39802 Transportation services](#)

BUSINESS AND PROFESSIONS CODE

[7056 General engineering contractor](#)

[7057 General building contractor](#)

CODE OF CIVIL PROCEDURE

[446 Verification of pleadings](#)

GOVERNMENT CODE

[4217.10-4217.18 Energy conservation contracts](#)

4330-4334 Preference for California-made materials

6252 Definition of public record

53060 Special services and advice

54201-54205 Purchase of supplies and equipment by local agencies

PUBLIC CONTRACT CODE

1102 Emergencies

1103 Definition, responsible bidder

2000-2002 Responsive bidders

3000-3010 Roofing projects

3400 Bids, specifications by brand or trade name not permitted

3410 United States produce and processed foods

4113 Prime contractor; subcontractor

6610 Bid visits

12200 Definitions, recycled goods, materials and supplies

20101-20103.7 Public construction projects, requirements for bidding

20103.8 Award of contracts

20110-20118.4 Local Agency Public Construction Act; school districts

20189 Bidder's security, earthquake relief

22000-22045 Alternative procedures for public projects (UPCCAA)

22152 Recycled product procurement

COURT DECISIONS

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739

Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425

Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

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

AGENDA ITEM: I-7

MEETING DATE: 05/10/2022

SUBJECT: New Board Policy 3311.1 Uniform Public Construction Cost Accounting Procedures

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Fiscal Services / Business Support Services

Action anticipated: May 24, 2022

RATIONALE/BACKGROUND:

The superintendent is recommending that the board discuss the newly proposed Board Policy 3311.1 - Uniform Public Construction Cost Accounting Procedures.

ATTACHMENT(S):

A: Proposed Board Policy 3311.1 – Uniform Public Construction Cost Accounting Procedures

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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:

Susan Kane, Director, Business Support Services
Jennifer Stahlheber, Chief Financial Officer



APPROVED BY:

Kent Kern, Superintendent of Schools



San Juan Unified USD | BP 3311.1 Business and Noninstructional Operations

Uniform Public Construction Cost Accounting Procedures

In awarding contracts for public works projects involving district facilities, the Board of Trustees desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The ~~b~~Board has, by resolution, adopted the procedures set forth in the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

(cf. [3311](#) - Bids)

(cf. [7110](#) - Facilities Master Plan)

The ~~b~~Board delegates to the ~~s~~Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code [22033](#))

Projects awarded through the CUPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code [22030](#))

Emergency Actions

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code [22050](#) and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code [1102](#), [22035](#), [22050](#))

(cf. [9323.2](#) - Actions by the Board)

Legal Reference:

PUBLIC CONTRACT CODE

1102 Definition of emergency

20110-20118.4 Local Agency Public Construction Act; school districts

22000-22020 California Uniform Construction Cost Accounting Commission

22030-22045 Alternative procedures for public projects (UPCCAA), especially:

22032 Applicability of procedures based on amount of project

22034 Informal bidding procedure

22035 Emergency need for repairs or replacement

22037-22038 Formal bidding procedures for projects exceeding \$175,000

22050 Alternative emergency procedures

Management Resources:
CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION
PUBLICATIONS
Cost Accounting Policies and Procedures Manual
Frequently Asked Questions

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California Uniform Construction Cost Accounting Commission: http://www.sco.ca.gov/ard_cuccac.html

Policy SAN JUAN UNIFIED SCHOOL DISTRICT
adopted:

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

AGENDA ITEM: I-8

MEETING DATE: 05/10/2022

SUBJECT: Proposed Revisions to Board Policy 3312 Contracts

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 discuss the proposed revisions to Board Policy 3312 - Contracts.

Action anticipated: May 24, 2022

RATIONALE/BACKGROUND:

The attached board policy has been updated to reflect the current procurement and contract laws, which align with California School Boards Association's sample policy.

ATTACHMENT(S):

A: Proposed Revisions - Board Policy 3312 Contracts

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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:

Susan Kane, Director, Business Support Services
Jennifer Stahlheber, Chief Financial Officer



APPROVED BY:

Kent Kern, Superintendent of Schools



San Juan USD BP3312 Business and Noninstructional Operations

Contract

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, materials, apparatus, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

~~Whenever state law invests the Board of Education with the power to enter into contracts on behalf of the district, the Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. This power to the Superintendent or designee. All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. To be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Board.~~

(cf. 3311 – Bids)

(cf. 9124 – Attorney)

~~All contracts where appropriate, or changes in standardized, previously approved contracts shall be submitted to the district's legal counsel for review and approval.~~

~~The Superintendent or designee may enter into contracts on behalf of the district. All contracts must be approved or ratified by the Board.~~

All contracts where appropriate, or changes in standardized, previously approved contracts shall be submitted to the district's legal counsel for review and approval.

The Board may, by majority vote, delegate to the superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

(cf. 3300 - Expenditures/Expending Authority)

(cf. 3314 - Payment for Goods and Services)

(cf. 3400 – Management of District Assets/Accounts)

All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee.

~~The district upholds state nondiscrimination laws.~~ When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement.

(cf. [0410](#) - Nondiscrimination in District Programs and Activities)

~~The district shall not enter into any contract with a person, agency, or organization if it has knowledge that such person, agency or organization discriminates on the basis of race, color, sex, religion, ancestry, national origin, age, sexual orientation, sexual preference, ethnicity, gender, physical or mental disability or non job related handicap or disability, either in employment practices or in the provision of benefits of services to students or employees.~~

Before the district or a district school enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious food as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of this contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include but not be limited to the following:

1. Control ~~p~~rocedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

(cf. [3100](#) - Budget)

(cf. [3400](#) - Management of District Assets/Accounts)

(cf. [3460](#) - Periodic Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

In addition, the contract may specify whether contractor logos are permitted on district facilities, including but not limited to scoreboards and other equipment. If such logos are permitted, the contractor shall present the equipment to the Board as a gift. The gift may be accepted by the Board in accordance with Board policy and administrative regulation.

(cf. [3290](#) - Gifts, Grants and Bequest)

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may involve ~~form a committee invite consisting of~~ parents/guardians, students, staff and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

(cf. [1220](#) - Citizen Advisory Committees)

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

(cf. [0000](#) - Concepts and Roles)

(cf. [0100](#) - Philosophy/Mission)

(cf. [0200](#) - Goals for the School District)

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee, the number of food items or beverages sold within the district and the amount of money raised by the sales. ~~The Superintendent or designee shall report these amounts to the Board on a regular basis.~~

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities.

(cf. [1230](#) - School-Connected Organizations)

(cf. [1321](#) - Solicitation of Funds from and by Students)

(cf. [3554](#) - Other Food Sales)

~~The contract shall be entered into on a competitive bid basis pursuant to Public Contract Code [20111](#) or through the issuance of a Request for Proposal.~~

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

(cf. [3311](#) - Bids)

The Board shall not enter into or renew a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious food until parents/guardians, students and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting.(Education Code 35182.5)

(cf. [9322](#) - Agendas/Meeting Materials)

(cf. [9323](#) - Meeting Conduct)

~~The Board may satisfy the public hearing requirement by either:~~

- ~~1. Reviewing the contract at a public hearing of the Child Nutrition and Physical Activity Advisory Committee established pursuant to Education Code 49433, or~~
- ~~2. Holding an annual public hearing to review and discuss existing and potential contracts for food and beverage sales on campuses, including food and beverages sold as a full meal, through competitive sales and through vending machines.~~

The public hearing shall include but not be limited to a discussion of the nutritional value of food and beverages sold within the district; the availability of fresh fruit, vegetables and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

(cf. [5030 – Student Wellness](#))

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

(cf. [1340 – Access to District Records](#))

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: ([Education Code 35182.5](#))

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. [9320 - Meetings and Notices](#))

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

(cf. [0440 – District Technology Plan](#))

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

(cf. [1325 - Advertising and Promotion](#))

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

(cf. [5145.6 – Parental Notifications](#))

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Public Construction Projects

In addition to contracts for public construction projects pursuant to CUPCCAA, the superintendent or designee may enter into contracts for public construction projects that do not require competitive bidding to the extent permitted by the Public Contract Code.

The superintendent or designee may approve change orders related to construction projects previously approved or ratified by the board to the extent permitted by law and according to board policy, as long as the change orders do not cause the cost of the project to exceed the overall budget for the construction project.

(cf. 3312.2 – Change Orders for Construction Contracts)

Contracts for Digital Storage and Maintenance of Student Records

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

(cf. 5125 - Student Records)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records

7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination on the basis of sex

[14505](#) Provisions required in contracts for audits

[17595-17606](#) Contracts

[35182.5](#) Contract prohibitions

[45103.1](#) Personal services contracts

[45103.5](#) Contracts for management consulting service related to food service

[49073.1](#) Contract requirements for digital storage, maintenance and retrieval of student records

[49431-49431.7](#) Nutritional standards

CODE OF CIVIL PROCEDURE

[685.010](#) Rate of interest

GOVERNMENT CODE

[12990](#) Nondiscrimination and compliance employment programs

[53260](#) Contract provision re maximum cash settlement

[53262](#) Ratification of contracts with administrative officers

LABOR CODE

[1775](#) Penalties for violations

[1810-1813](#) Working hours

PUBLIC CONTRACT CODE

[4100-4114](#) Subletting and subcontracting fair practices

[7104](#) Contracts for excavations; discovery of hazardous waste

[7106](#) Noncollusion affidavit

[20111](#) Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

[20104.50](#) Construction Progress Payments

[22300](#) Performance retentions

CODE OF REGULATIONS, TITLE 5

[15500](#) Food sales by student organizations

[15501](#) Sales in high schools and junior high schools

[15575-15578](#) Food and beverage requirements outside of the federal school meal programs

UNITED STATES CODE, TITLE 20

[1232g](#) Family Educational Rights and Privacy Act

[1681-1688](#) Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 7

[210.1-210.31](#) National School Lunch Program

[220.1-220.21](#) National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

[Healthy Food Policy Resource Guide](#), 2003 rev. 2005

[Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide](#), rev. 2005

WEB SITES

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

CASBO: <http://www.casbo.org>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

Adopted: November 24, 1992 Carmichael, California

Revised: April 27, 1999

Revised: September 27, 2005

Revised: TBD 2020

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

AGENDA ITEM: I-9

MEETING DATE: 05/10/2022

SUBJECT: San Juan Supervisors Association
Proposal for Successor Contract 2022-2023

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

DEPARTMENT: Labor Relations

ACTION REQUESTED:

The bargaining interests of the San Juan Supervisors Association are presented for discussion pursuant to Government Code section 3540 et seq. and district Board Policy 4143.1.

The public is invited to comment at the board meeting.

RATIONALE/BACKGROUND:

The board and representatives of the San Juan Supervisors Association have agreed to engage in an interest based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interest for public sunshining.

ATTACHMENT(S):

A: Initial Bargaining Proposal from San Juan Supervisors Association (SJSA) to San Juan Unified School District (SJUSD) for 2022-2023.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/04/2022, 05/02/2022
Board of Education: 04/19/2022

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: Daniel Thigpen, Senior Director, Labor Relations *DT*

APPROVED BY: Kent Kern, Superintendent of Schools *KK*

**INITIAL BARGAINING PROPOSAL FROM
SAN JUAN SUPERVISORS ASSOCIATION (SJS)
TO SAN JUAN UNIFIED SCHOOL DISTRICT (SJUSD)
FOR 2022-2023**

SJSA intends to negotiate the following articles of the current contract for 2022-2023.

Article 1 Recognition

- SJSA's interest is to negotiate changes and/or update to this article.

Article 4 Condition of Employment

- SJSA's interest is to negotiate changes and/or update to this article.

Article 5 Salary

- Salary cannot be re-opened in 2022-2023 per the Collective Bargaining Agreement. However, SJSA's interest is to put forth an action plan for a comparative study.

Article 14 Retirement

- SJSA's interest is to negotiate changes and /or update this article.

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

AGENDA ITEM: I-10

MEETING DATE: 05/10/2022

SUBJECT: San Juan Professional Educators Coalition
Proposal for Successor Contract 2022-2023

DEPARTMENT: Labor Relations

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

ACTION REQUESTED:

The bargaining interests of the San Juan Professional Educators Coalition are presented for discussion pursuant to Government Code section 3540 et seq. and District Board Policy 4143.1.

The public is invited to comment at the board meeting.

RATIONALE/BACKGROUND:

The board and representatives of the San Juan Professional Educators Coalition have agreed to engage in an interest-based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interests for public sunshining.

ATTACHMENT(S):

A: San Juan Professional Educators Coalition (SJPEC) Proposed Interests for 2022 Reopener Negotiations

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 04/04/2022, 05/02/2022

Board of Education: 04/19/2022

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: Daniel Thigpen, Senior Director, Labor Relations *DT*

APPROVED BY: Kent Kern, Superintendent of Schools *KK*

ATTACHMENT A

SJPEC PROPOSED INTERESTS FOR 2022 REOPENER NEGOTIATIONS

ARTICLE 9: Work Year and Hours

To implement staffing ratios consistently and fairly in the District to meet the needs of staff and students in all schools.

ARTICLE 10: Safety

To provide a physically, psychologically, and emotionally safe and healthy learning environment at every school and program throughout the District. To ensure all members can address the needs of their community and meet the needs of their students.

Article 13: Benefits

To maintain a benefit package that is competitive with school districts throughout California.

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

AGENDA ITEM: I-11

MEETING DATE: 05/10/2022

SUBJECT: Presentation of the California School Employees Association, Chapter No. 127, Proposal for Successor Contract 2022-2023

DEPARTMENT: Labor Relations

CHECK ONE:

- | | |
|-------------------|-------------------------------------|
| For Discussion: | <input checked="" type="checkbox"/> |
| For Action: | <input type="checkbox"/> |
| Report: | <input type="checkbox"/> |
| Workshop: | <input type="checkbox"/> |
| Recognition: | <input type="checkbox"/> |
| Emergency Action: | <input type="checkbox"/> |

ACTION REQUESTED:

The bargaining interests of the California School Employees Association, Chapter No. 127, are presented for discussion pursuant to Government Code section 3540 et seq. and district Board Policy 4143.1.

Public Comment: May 24, 2022

RATIONALE/BACKGROUND:

The board and representatives of the California School Employees Association, Chapter No. 127, have agreed to engage in an interest based, collaborative approach to negotiations. As part of the model of negotiations, the parties identify their respective interest for public sunshining.

ATTACHMENT(S):

A: Initial Proposal from California School Employees Association, Chapter No. 127, to the San Juan Unified School District for the 2022-2023 2nd year Reopener General and Operations Support Units.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

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: Daniel Thigpen, Senior Director, Labor Relations *DT*

APPROVED BY: Kent Kern, Superintendent of Schools *KK*

Initial Proposal
from
California School Employees Association
and its
San Juan Chapter No. 127
to the
San Juan Unified School District
for the
2022 – 2023 2nd year Reopener
General and Operations Support Units

The CSEA and its San Juan Chapter No. 127 (“CSEA”) proposes to negotiate the following articles of the current General and Operations Support contract(s) for 2022-2023 second year reopener.

Article 7 Fringe Benefits: CSEA proposes to negotiate fair and equitable benefit increases and other adjustments to this article.

Article 16 Retirement: CSEA proposes to negotiate changes to this article specifically sections 16.2 and 16.21 as it relates to notice provided to employees, language clarification and other increases or incentives.

Article 18 Professional Growth: CSEA proposes to negotiate fair and equitable changes to this article specifically addressing section 18.1 as it relates to provided technology and equipment access and availability to Classified employees. CSEA also proposes to negotiate training for Classified Employees as it relates to new technology, applications and programs utilized by the District.

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

AGENDA ITEM: I-12

MEETING DATE: 05/10/2022

SUBJECT: Williams Complaint Report

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Legal Services

ACTION REQUESTED:

The superintendent is recommending that the board receive a report regarding Williams-type complaints filed with the district during the time period from January 1, 2022, to March 31, 2022.

RATIONALE/BACKGROUND:

The Williams legislation embodied in Education Code section 35186(d) requires each school district to publicly report, on a quarterly basis, summarized data on the nature and resolution of all Williams-type complaints filed with the district.

The district received one Williams Complaint on February 16, 2022, from a parent who alleged the district violated Education Code 49451 for requiring students to wear masks in class. This complaint was during the time frame that Sacramento County Public Health department mandated the wearing of masks in public schools by students. The complaint was investigated and was found that the wearing of masks as mandated by the State of California is not subject to a Williams Complaint.

ATTACHMENT(S):

A: Williams Act 3rd Quarterly Report

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 05/02/2022

FISCAL IMPACT:

Current Budget: \$ N/A

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Additional Budget: \$ N/A

Action: N/A

Funding Source: N/A

Strategic Plan: N/A

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

Current Year Only On-going

PREPARED BY: Linda C. T. Simlick, General Counsel *LTS*

APPROVED BY: Kent Kern, Superintendent of Schools *KK*



San Juan Unified School District

Legal Services

3738 Walnut Avenue, Carmichael, California 95608
 P.O. Box 477, Carmichael, California 95609-0477
 Telephone (916) 971-7110; FAX (916) 971-7704
 Internet Web Site: www.sanjuan.edu

Kent Kern, Superintendent of Schools
 Linda C. T. Simlick, General Counsel

WILLIAMS UNIFORM COMPLAINT PROCESS (UCP) Quarterly Report

Year covered by this report: 2022

Quarter covered by this report: Quarter 3 (January - March)

Sufficiency of textbooks

Number of complaints:	0
Number resolved:	0
Number unresolved:	0

School facilities issues

Number of complaints:	0
Number resolved:	n/a
Number unresolved:	n/a

Vacancy or misassignment of teachers

Number of complaints:	0
Number resolved:	n/a
Number unresolved:	n/a

Respectfully submitted:

Linda C. T. Simlick
 General Counsel

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2021-2022**

MAY 24

Recognition: National Science Bowl (if applicable) – A	Schnepp
Recognition: Science Olympiad (if applicable) – A	Schnepp
Recognition: Academic Decathlon (if applicable) – A	Schnepp
Expanded Learning Opportunities Program (ELO-P) Plan – D	Calvin
Developer Fees Increase and Study – D/A	Camarda
CSEA Initial Proposal for Contract Reopeners 2022-2023 – PC [Discussed 05/10/22]	Thigpen
Teamsters Initial Proposal for Contract Reopeners 2022-2023 – D	Thigpen
District's Initial Bargaining Proposal with SJPEC for Successor Contract 2022-23 – D	Thigpen
District's Initial Bargaining Proposal with SJSJA for Successor Contract 2022-23 – D	Thigpen
District's Initial Bargaining Proposal with CSEA for Successor Contract 2022-23 – D	Thigpen
*Head Start/Early Head Start Contract Resolution FY 2022-2023 – A	Townsend-Snider
*Resolution: Commit Fund Balance – A	Stahlheber
*Revisions to BP 5111 Admission – A [Discussed 05/10/22]	Ginter
*Revisions to BP 0420.42 Charter School Renewal – A [Discussed 05/10/22]	Ginter
*Revisions to BP 3300 Expenditures and Purchases – A [Discussed 05/10/22]	Stahlheber
*Revisions to BP 3311 Bids – A [Discussed 05/10/22]	Stahlheber
*New BP 3311.1 Uniform Public Construction Cost Accounting Procedures – A [Discussed 05/10/22]	Stahlheber
*Revisions to BP 3312 Contracts – A [Discussed 05/10/22]	Stahlheber

JUNE 14

Public Hearing: LCAP – D	Bassanelli
Public Hearing: LCAP/Choices Charter School – D	Ginter
Public Hearing: Adoption of the 2022-2023 Budget – D	Stahlheber
Universal Prekindergarten Planning and Implementation – D	Townsend-Snider
Temporary Interfund Borrowing of Cash – A	Stahlheber
Teamsters Initial Proposal for Contract Reopeners 2022-2023 – PC [Discussed 05/24/22]	Thigpen
District's Initial Bargaining Proposal with SJPEC for Successor Contract 2022-23 – PC/A [Discussed 05/24/22]	Thigpen
District's Initial Bargaining Proposal with SJSJA for Successor Contract 2022-23 – PC/A [Discussed 05/24/22]	Thigpen
District's Initial Bargaining Proposal with CSEA for Successor Contract 2022-23 – PC/A [Discussed 05/24/22]	Thigpen
*Expanded Learning Opportunities Program (ELO-P) Plan – A [Discussed 05/24/22]	Calvin
*CIF Superintendent Designation of Representatives 2022-2023 – A	Schnepp
*Special Education Local Plan – A	Calvin

JUNE 28

California School Dashboard Local Indicators – R	Bassanelli
LCAP – A [Public Hearing 06/14/22]	Bassanelli
Choices California School Dashboard Local Indicators – R	Ginter
LCAP Choices Charter School – A [Public Hearing 06/14/22]	Ginter
Adoption of the 2022-2023 Budget – A [Public Hearing 06/14/22]	Stahlheber
*Consolidated Application, Spring Report 2021-2022 – A	Calvin
*2021-2022 Actuarial Report (OPEB) – A	Oropallo
*Charter School 2020-2021 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A	Stahlheber

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