



San Juan
Unified School District

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

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

COVID-19 PUBLIC PARTICIPATION GUIDELINES

Please be advised the Board of Education meeting will be conducted telephonically only.

NOTICE is hereby given that a **telephonic** meeting of the Board of Education of the San Juan Unified School District is hereby called by the board president, and will be held at **6:30 p.m.**, on Tuesday, **August 25, 2020**. The district is taking all necessary steps to prevent and mitigate the effects of COVID-19 on our community. Therefore, in the interest of public health, in compliance with California Governor Gavin Newsom's Executive Orders N-25-20 and N-35-20, the California State Public Health Officer's Order that included social-distancing guidelines and avoiding group gatherings, the Order issued by the Sacramento County Health Officer, directing all individuals to stay at home or at their residence and prohibiting all non-essential gatherings of any number, and all applicable provisions of federal and state law, this Board of Education meeting will be held telephonically. All board members, staff and others presenting at the meeting will be calling in via the Zoom video conferencing platform from separate locations.

Given the above-identified orders and the need to ensure the health and safety of the staff and the public as a whole, **physical attendance by the public cannot be accommodated**; however, the district is making significant efforts to ensure public participation during this Board of Education meeting, and has taken the following steps to assist the public in accessing the meeting:

1. **Online Submission of Public Comment.** Public comments may be submitted using the comment form located on the district website at www.sanjuan.edu/august25. If you wish to submit a public comment on more than one agenda item, please submit a separate form for each item on which you are commenting. Comments received by 6:00 p.m., on August 25, 2020, will be provided to the members of the board in writing prior to the meeting. Comments received after 6:00 p.m., on August 25, 2020, may be read on the record during this meeting.

All public comments will be limited to two (2) minutes or approximately 1,500 characters. Any portion of a comment extending past two (2) minutes or the approximate 1,500-character limit may not be read aloud due to time restrictions. All written comments that are not read into the record will be provided to the board members for review, provided that such comments are received prior to the end of the meeting. Please be aware that written public comments, including your name, may become public information.

Under the Ralph M. Brown Act, the board is unable to respond to any individual comments or questions regarding items not on the agenda; however, the board listens carefully to all public comments and appreciates community input and participation.

2. **Zoom Video Conferencing.** Members of the public can make public comments via the Zoom conferencing platform. Members of the public can access Zoom from a computer, mobile device or tablet at <http://www.sanjuan.edu/august25>. All public comments will be limited to two (2) minutes.
3. **Translation/Interpretation.** Translation and interpretation services will be made available upon request with advance notice. If you wish to utilize these services, please notify the district at (916) 971-7111, or stephanie.cunningham@sanjuan.edu by noon on August 24, 2020. This allows for the scheduling of appropriate translation staff and other resources.
4. **Disability Accommodations.** 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.

Thank you in advance for your cooperation. Our community's health and safety is our highest priority. The business to be considered at this board meeting is on the following agenda:

Board of Education Agenda
August 25, 2020

A. OPEN SESSION/CALL TO ORDER/ANNOUNCEMENT OF CLOSED SESSION TOPICS – 5:45 p.m.

B. CLOSED SESSION – 5:45 p.m.

1. Personnel matters (Government Code section 54957).
 - a. Superintendent's goals for 2020-2021.
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C. RECONVENE OPEN SESSION/PLEDGE OF ALLEGIANCE – 6:30 p.m.

D. APPROVAL OF THE MINUTES – August 11, 2020, regular meeting, pages 2260-2263.

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

1. Staff Reports
2. Board-appointed/District Committees
3. Employee Organizations
4. Other District Organizations
5. Closed Session/Expulsion Actions (Government Code section 54957.1)

F. VISITOR COMMENTS – 6:40 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.

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

Action: The administration recommends that the consent calendar, G-1 through G-7, 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 and job description/salary range change.
 2. *Purchasing Report – purchase orders and service agreements, change orders and construction and public works bids.
 3. *Business/Financial Report – notices of completion.
 4. Acceptance of the following gift:
Encina Preparatory High School: from Corteva Agriscience: \$750.
 5. *Approval to dispose of surplus property pursuant to Board Policy (BP) 3270 and Education Code sections 17545 and 17546.
 6. *Approval to submit the Consolidated Application for Funding 2020-2021 to the California Department of Education and State Board of Education.
 7. *Approval of four members to the Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC).
- *Material provided.

H. CONSENT CALENDAR (continued, if necessary)

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

I. BUSINESS ITEMS

1. 2020-2021 Start of School – 7:15 p.m.

(Kern)

Material provided.

Report: regarding the opening of the 2020-2021 school year.

2. Equity Update: Part 1 – 7:45 p.m.

(Calvin)

Material provided.

Report: regarding an update on the Department of Equity and Student Achievement's projects and services.

3. Education Technology Joint Powers Authority (Ed Tech JPA) – 8:05 p.m.

(Stephens/Skibitzki)

Material provided.

Action: The superintendent is recommending that the board discuss and adopt Resolution No. 3002 authorizing the San Juan Unified School District to join the Ed Tech JPA as a founding member.

4. Intent to Convey Easement at San Juan High School – 8:10 p.m.

(Camarda)

Material provided.

Action: The superintendent is recommending the board adopt Resolution No. 3006 declaring the intent to convey a permanent easement at San Juan High School to the Citrus Heights Water District and to call a public hearing to be held on September 8, 2020.

5. Declaration of Need for Fully Qualified Educators – 8:15 p.m.

(Oropallo)

Material provided.

Action: The superintendent is recommending that the board adopt the Declaration of Need for Fully Qualified Educators for the 2020-2021 school year.

6. Exemption to the Separation-From-Service Requirement – 8:20 p.m.

(Oropallo)

Material provided.

Action: The superintendent is recommending that the board adopt Resolution No. 3005 Exemption to the Separation-From-Service Requirement.

7. Presentation of the District's Proposal With California School Employees Association for Successor Contract 2020-2021 – 8:25 p.m.

(Shoemake)

Material provided.

Discussion: regarding the bargaining interests of the governing board for negotiations with the California School Employees Association Chapter 127, pursuant to Government Code section 3540 et seq. and district board policy 4243.1. Public comment/action anticipated: 09/08/2020.

8. Sacramento County Treasury Oversight Committee – 8:30 p.m.

(Villescaz)

Material provided.

Discussion/Action: The board may wish to cast a vote for the School and Community College District Representative to the Sacramento County Treasury Oversight Committee.

J. BOARD REPORTS – 8:35 p.m.**K. FUTURE AGENDA – 8:45 p.m.**

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

L. VISITOR COMMENTS – 8:50 p.m.**B. CLOSED SESSION (continued, if necessary)**

Announcement of topics/announcement of actions.

M. ADJOURNMENT – 8:55 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.

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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.



San Juan
Unified School District

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08/25/2020

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

Board of Education Minutes
August 11, 2020

Regular Meeting
Board of Education
5:15 p.m.

Call to Order (A)

The August 11 regular meeting was called to order by the president, Paula Villescاز.

Roll Call

Present (via Zoom from separate locations):
Paula Villescاز, president
Michael McKibbin, Ed.D., vice president
Zima Creason, clerk
Pam Costa, member
Saul Hernandez, member

Recess: Closed Session (B)

The meeting was immediately recessed, with the board convening in closed session to conference with legal counsel regarding a student grade challenge, pursuant to Education Code 49070.

Reconvene Open Session/Pledge of Allegiance (C)

In the interest of public health, in compliance with California Governor Gavin Newsom's Executive Orders N-25-20 and N-35-20, the California State Public Health Officer's order that included social-distancing guidelines and avoiding group gatherings, the order issued by the Sacramento County Health Officer, directing all individuals to stay at home or at their residence and prohibiting all non-essential gatherings of any number and all applicable provisions of federal and state law, the August 11 regular meeting was conducted telephonically via the Zoom video conferencing platform and also streamed to YouTube. At 6:30 p.m. the meeting was called back to order by the president, Paula Villescاز. After the Pledge of Allegiance, Ms. Villescاز explained the two methods (electronically or on Zoom) available to submit public comments for tonight's meeting.

Minutes Approved (D)

It was moved by Mr. Hernandez, seconded by Ms. Creason, that the minutes of the June 23 regular meeting be approved.
MOTION CARRIED UANIMOUSLY [Villescاز, McKibbin, Creason, Costa, Hernandez].

It was moved by Dr. McKibbin, seconded by Ms. Creason, that the minutes of the July 16 special meeting be approved.
MOTION CARRIED UANIMOUSLY [Villescاز, McKibbin, Creason, Costa, Hernandez].

Closed Session (E-5)

Ms. Villescاز stated that there were no closed session actions to report at this time.

Visitor Comments (F)

via Zoom:

Keri Wanner inquired if the district would be applying for the in-person elementary school waiver and encouraged more communication from the district.

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

It was moved by Ms. Costa, seconded by Dr. McKibbin, that the consent calendar items G-1 through G-6 be approved. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Personnel (G-1)

Appointments and separations — approved as submitted.

Purchasing Report (G-2)

Purchase orders and service agreements, change orders, piggyback contracts and bids/RFPs — approved as submitted.

Business/Financial Report (G-3)

Notices of completion, quarterly investment report and warrants and payroll — approved as submitted.

Gifts (G-4)

Acceptance of gifts to Mesa Verde High School and Nutrition Services.

Disposal of Surplus Property (G-5)

Approval to dispose of surplus property pursuant to board policy 3270 and Education Code sections 17545 and 17546.

Grant: COVID-19 Emergency School Nutrition Funding Grant (G-6)

Approval to implement the following grant: COVID-19 Emergency School Nutrition Funding Grant, 2020.

2020-2021 Preparing for the Start of School Update (I-1)

Superintendent Kern introduced Deputy Superintendent of Schools and Student Support Melissa Bassanelli who provided a comprehensive update on the work that has taken place in order to begin the 2020-2021 school year with distance learning, TK-8 homeschool and 9-12 independent study models. Ms. Bassanelli explained that many lessons have been learned since last spring and changes are being implemented for the fall related to reducing variability, improving safety nets, strengthening home to school connections and supporting practitioner implementation. Ms. Bassanelli provided details on a new program called Care Solace, an online resource with a live 24/7 concierge line meant to assist individuals in finding local mental health related programs and counseling services.

Visitor Comment: [via Zoom]

JS spoke regarding high school classes, attendance and the need for transparency.

After visitor comment, board members made comments and posed questions. Mr. Hernandez thanked staff for listening to parent feedback from last spring and adjusting the distance learning program, and he requested periodic updates on the number of people using the Care Solace program. Superintendent Kern confirmed that updates on Care Solace would be provided, which is a program that has received positive feedback from surrounding school districts. Ms. Costa stated that, in addition to being excited about the Care Solace program, she was also excited about the number of lessons that have been created for the lesson bank, and she thanked the staff, teachers and review team who worked to ensure that the lessons meet SJUSD standards. Ms. Costa inquired if there would be future opportunities for professional development for staff who would like more, which Ms. Bassanelli explained that professional development modules are continually being developed. Ms. Creason spoke about several topics including: special education, the elementary waiver process, stakeholder engagement, timely communication for families, Care Solace and other mental health supports, student socialization and the parent hub. Ms. Creason also acknowledged the uncertainty that the new school year brings and encouraged families to be patient. Ms. Villescaz provided detailed information about the state's guidance on the elementary waiver for limited in-person learning for K-6 students, explaining that waiver process is currently on hold due to the state's recent technical glitch related to COVID-19 data. Superintendent Kern reiterated that many factors need to be cleared up before any waivers would be considered by the state. Dr. McKibbin asked questions related to the continuation of zero period at high schools, the implementation of a structured schedule at the secondary level, the role of instructional assistants, and the lesson bank available to teachers, which Ms. Bassanelli addressed. Dr. McKibbin stated that the remarkable new ideas that are taking place in the district will set us apart. Ms. Villescaz commented on several items including how typical support services would translate into distance learning, the mechanics of the waiting list, meal distribution including appreciation for the community and partners who have stepped up to help, and attendance guidelines, which Ms. Bassanelli and Superintendent Kern addressed.

California School Employees Association Proposal for Successor Contract 2020-2021 (I-2)

Assistant Superintendent of Schools and Labor Relations Jim Shoemake presented the bargaining interests of the California School Employees Association, Chapter 127, for public comment. Ms. Villescaz called for public comment.

Visitor Comment: [via Zoom]

Tenille Stewart asked clarifying questions about the item.

There were no further comments from the public or from board members.

Presentation of the District's Proposal With California School Employees Association for Successor Contract 2020-2021 (I-3)

Item I-3 was pulled from the agenda and will be presented at a future date.

Williams Complaint Report (I-4)

General Counsel Linda Simlick explained that the district must report on 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. Ms. Simlick stated that, during the time period from April through June 2020, there was one Williams-type complaint filed regarding sufficiency of textbooks at an elementary school during the school closure period in the spring, which was investigated, and it was determined that there was no education code violation, and a written response was provided to the complainant.

Board Reports (J)

Ms. Creason reported that she has recently spent time speaking with families and also many students, which has been inspiring, and she announced that towards the end of August there will be an online youth-led mental health event sponsored by the Mental Health Services Oversight and Accountability Commission.

Dr. McKibbin shared that he observed a recent professional development session and was impressed with the way the school was addressing equity issues. Dr. McKibbin also noted the passing of two previous district employees: Mary Mastain, former reading specialist, and Jane Wise, former English teacher and principal at Casa Roble Fundamental High School.

Ms. Villescaz reported that she recently attended San Juan Unified's Smooth Start welcome meeting, the Superintendent's Parent Advisory Committee (SPAC), and the California Association of Suburban School Districts (CALSSD) meeting.

Future Agenda (K)

No items were added to the future agenda.

Visitor Comments (L)

Visitor Comments: [via Zoom]

JS commented on items related to privacy, class minutes, special education and transparency, and she also expressed her condolences.

Stephanie Colbert recommended that additional medical staff be hired to assist with health screenings once students return to in-person learning.

Meredith Coenen inquired if classes can be recorded and posted online for students to watch at a later time, and she also recommended students receive a tutorial on how to write effective emails.

Tenille Stewart shared her concerns related to special education and technology, and she expressed support for in-person learning.

Aoife Zuckerman advocated for more resources, more opportunities for student-voice and a better system to reach out to students.

Visitor Comment: [received electronically during the meeting]

Anna Quinonez expressed support for transitioning school resource officers into a different role on campuses.

Closed Session Continued (B)

At 8:33 p.m. the board returned to closed session to continue discussion on item B-1(a).

Announcement of Action Taken in Closed Session

Ms. Creason reported that the board voted unanimously to change a student's grade and the board voted 4-1 to change a student's grade from a "D" to a "C-".

Adjournment (M)

At 9:22 p.m., there being no further business, the regular meeting was adjourned.

Paula Villescaz, President

Kent Kern, Executive Secretary

Approved: _____
:sc

HUMAN RESOURCES

The following reports are submitted for board approval

Personnel Pages	Page #
Appointments	
Management	
Certificated	1
Classified	2
Leaves of Absence	
Management	
Certificated	2
Classified	
Separations	
Management	
Certificated	2
Classified	2
Pre-Retirement Reduced Workload	
Reassignments/Change in Work Year	
Errata	
Job Description/Salary Range Change	
Management	
Certificated	
Classified	2 - 5
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 August 25, 2020 Board Meeting

1. APPOINTMENTS

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Albino, Aarelle-Faith	Temp	Teacher Grade 3	Howe Avenue	08/11/20 06/09/21
New Hire	Ashley, Arianna	Temp	Teacher Grade 3	Greer	08/11/20 06/09/21
New Hire	Bailey, Michelle	Temp	Teacher Combo 2-3	Cottage	08/11/20 06/09/21
New Hire	Buckmaster, Haley	Temp	Teacher Grade 1	Oakview	08/11/20 09/22/20
New Hire	Carter, Hannah	Prob	Tch-Resource Specialist K/12	Bella Vista	08/11/20
New Hire	Edmiston, Danielle	Temp	Teacher Grade 1	Thomas Kelly	08/11/20 06/09/21
New Hire	Elder, Jason	Temp	Teacher Grade 9/12	Casa Roble	08/11/20 06/09/21
New Hire	Ennis, Tamra	Temp	Teacher Alternative Ed	Home School	08/14/20 06/09/21
New Hire	Ferenz, Alexander	Temp	Teacher Alternative Ed	Home School	08/17/20 06/06/21
New Hire	Gallagher, Ross	Prob	Counselor 7/8	Sylvan	08/11/20
New Hire	Geramian, Luciana	Temp	Teacher Grade 2	Del Paso Manor	08/11/20 06/09/21
New Hire	Gilmore, Florence	Temp	Teacher Alternative Ed	Home School	08/14/20 06/09/21
New Hire	Green, Ashley	Prob	Tch-(SH) Severely Hndcp	Trajan	08/11/20
New Hire	Green, Tessa	Prob	Teacher Grade 7/8	Arden	08/11/20
New Hire	Groves, Ariana	Temp	Teacher Kindergarten	Thomas Edison	08/11/20 06/09/21
New Hire	Hamilton, Marcelle	Prob	Tch-Resource Specialist K/12	Barrett	08/11/20
New Hire	Harris, Eric	Prob	Teacher Grade 7/8	Arcade	08/11/20
New Hire	Howe, Matthew	Prob	Teacher Grade 7/8	Churchill	08/11/20
New Hire	Ingles, Chandler	Prob	Tch-(ED) Emotionally Dstbd	Coyle Avenue	08/14/20
New Hire	Kane, Benjamin	Temp	Teacher Grade 6	Kingswood	08/14/20 06/09/21
New Hire	Klaas, Reagan	Temp	Teacher Grade 3	Starr King	08/14/20 06/09/21
New Hire	Lambrecht, Gregory	Temp	Teacher Grade 9/12	Bella Vista	08/11/20 06/09/21
New Hire	Latifi, Sabrina	Prob	Teacher Grade 6/12	Encina	08/11/20
New Hire	Luehs, Monica	Prob	Tch-(SH) Severely Hndcp	General Davie Jr. Primary	08/11/20
New Hire	Lyons, Jasmine	Temp	Teacher Grade 4	Coyle Avenue	08/13/20 06/09/21
New Hire	Marquez, Vanesa	Temp	Teacher Grade 2	Edison	08/11/20 06/09/21
New Hire	Mlinar, Jill	Temp	Teacher Grade 1	Thomas Kelly	08/11/20 06/09/21
New Hire	Monarrez, Irene	Prob	Teacher Grade 9/12	Bella Vista	08/11/20
New Hire	Muffett, Anne	Temp	Teacher Grade 3	Cowan	08/11/20 06/09/21
New Hire	Murillo Lujano, Javier	Perm	Teacher Grade 9/12	San Juan	08/11/20
New Hire	Navarro, Alicia	Temp	Teacher Grade 3	Greer	08/11/20 06/09/21
New Hire	Nye, Violet	Temp	Teacher Grade 4	Del Dayo	08/11/20 06/09/21
New Hire	Patton, Julie	Temp	Teacher Grade 1	Thomas Kelly	08/11/20 06/09/21
New Hire	Pietre, Nicholas	Prob	Teacher Grade 9/12	Casa Roble	08/11/20
New Hire	Rajappa, Amity	Temp	Teacher Kindergarten	Greer	08/11/20 06/09/21
New Hire	Rodriguez, Selena	Temp	Teacher Grade 2	Whitney	08/12/20 06/09/21
New Hire	Rogers, Katie	Prob	Teacher Grade 3	Del Paso Manor	08/11/20
New Hire	Romano, Gabriella	Prob	Speech/Language Pathologist	Special Education-Kenneth	08/10/20
New Hire	Scribner, Emily	Prob	Tch-(SH) Severely Hndcp	Skycrest	08/11/20
New Hire	Sherman, Jessica	Prob	Teacher Kindergarten	Cottage	08/11/20
New Hire	Stevens, Jessica	Temp	Teacher Grade 3	Arlington Heights	08/11/20 06/09/21
New Hire	Stone, Jodi	Temp	Teacher Alternative Ed	Home School	08/13/20 06/09/21
New Hire	Toconis-Lange, Kallista	Temp	Tch-Trav Elem Clsmr-Art	Teaching and Learning	08/11/20 06/09/21
New Hire	Van Rees, Lily	Temp	Teacher Kindergarten	Starr King	08/11/20 06/09/21
New Hire	Vega, Stephanie	Temp	Teacher Grade 1	Starr King	08/11/20 06/09/21
New Hire	Vick, Kaitlin	Temp	Teacher Alternative Ed	Home School	08/13/20 06/09/21
New Hire	Walberg, John	Temp	Tch-Trav Elem Clsmr-PE	Teaching and Learning	08/11/20 06/09/21
New Hire	Watson, Kate	Prob	Teacher Combo 2-3	Cottage	08/11/20
New Hire	West, Emily	Prob	Tch-(SH) Severely Hndcp	Dyer-Kelly	08/11/20
New Hire	Wiley, Rebecca	Prob	Tch-(SH) Severely Hndcp	General Davie Jr. Primary	08/11/20
New Hire	Woods, Miranda	Temp	Teacher Combo 1-2	Cottage	08/11/20 06/09/21
New Hire	Yant, Arianna	Temp	Teacher Grade 3	Green Oaks	08/11/20 06/09/21
Rehire	Amaral-Alexander, Pirkko	Temp	Teacher Grade 7/8	Sierra Oaks	08/11/20 06/09/21
Rehire	Anderson, Becky	Prob	Teacher Grade 6/12	Encina	08/11/20
Rehire	Armenta-Serrao, Charley	Prob	Teacher Grade 1	Starr King	08/11/20
Rehire	Champion, Caleb	Prob	Teacher Grade 9/12	Mira Loma	08/11/20
Rehire	Clason, Joshua	Prob	Tch-Trav Elem Clsmr-Other	Teaching and Learning	08/11/20
Rehire	Cook, Joan	Temp	Teacher Grade 4	Lichen	08/11/20 06/09/21
Rehire	Erickson, Brendan	Prob	Teacher Grade 9/12	Casa Roble	08/11/20
Rehire	Grix, John	Prob	Teacher Grade 9/12	Mira Loma	08/11/20
Rehire	Kelly, Diane	Temp	Tch-Trav Elem Clsmr-Art	Teaching and Learning	08/11/20 06/09/21
Rehire	Kier, Angelina	Prob	Teacher Grade 9/12	Mesa Verde	08/11/20
Rehire	Maero, Peter	Prob	Tch-(SH) Severely Hndcp	Edison	08/11/20
Rehire	Marlatt, Shirley	Prob	Tch-(SH) Severely Hndcp	Casa Roble	08/11/20
Rehire	Tang, Serina	Temp	Teacher Alternative Ed	Home School	08/13/20 06/09/21
Rehire	Truitt, Lydia	Prob	Teacher Kindergarten	Dewey	08/11/20
Rehire	Wert, Rebecca	Prob	Teacher Grade 9/12	Mira Loma	08/13/20
Rehire	Winston, Dina	Prob	Teacher Grade 2	Mission Avenue	08/11/20

Agenda for the August 25, 2020 Board Meeting

1. APPOINTMENTS (Continued)

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Lopez, Maria	Prob	Nutrition Services Worker I	El Camino	08/12/20
New Hire	Saveliff, Mason	Prob	IA-Multi Severely Hndcp	Starr King	08/12/20
New Hire	Wolfe, Rebecca	Prob	Elem School Secretary	Sierra Oaks	08/14/20
Rehire	Berry, Christina	Perm	Instructional Assistant I	Cottage	08/12/20
Rehire	Espinoza, Jamie	Perm	Instructional Assistant I	Sunrise Tech	08/12/20

2. LEAVES OF ABSENCE

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Paid	Laubinger, Alissa	Perm	Teacher Grade 1	Arlington Heights	08/11/20 11/03/20
Unpaid	Gortze, Neita	Perm	Teacher Grade 5	Howe Avenue	08/11/20 06/09/21
Unpaid	Hann, Jennie	Perm	Tch-Resource Spec K/12	Special Education-Kenneth	08/11/20 06/09/21
Unpaid	Laubinger, Alissa	Perm	Teacher Grade 1	Arlington Heights	11/04/20 06/09/21
Unpaid	O'Shea, Bryn	Prob	District Resource Teacher	Early Childhood Education	04/01/20 08/18/20
Unpaid	Prado-Lopez, Olimpia	Perm	Tch-Dual Lang Immersion	Edison	08/11/20 06/09/21
Unpaid	Price, Kirsten	Perm	Tch-Trav Elem Clsm-Music	Teaching and Learning	08/11/20 12/18/20

3. SEPARATIONS

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Livingston III, Ramon	Perm	Teacher Grade 5	Human Rsrcs Unassigned	07/06/20
Resignation	McCoy, Allen	Prob	Teacher Grade 7/8	Churchill	06/10/20

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Benson, Amikola	Perm	Nutrition Services Worker I	Dyer-Kelly	06/09/20
Resignation	Bracamontes, Faith	Prob	Nutrition Services Worker I	Sierra Oaks	06/08/20
Resignation	Getty, Cynthia	Prob	Clerk	Pasadena	08/03/20
Resignation	Hampton, Lee	Perm	Nutrition Services Worker I	Skycrest	06/09/20
Resignation	Harmon, Sierra	Prob	Child Develop Assistant-IT	General Davie Jr. Primary	06/10/20
Resignation	Hill, Susan	Prob	Nutrition Services Worker I	Dewey	06/09/20
Resignation	Iqbal, Sabawoon	Perm	Admin/Family Services Tech	Central Enroll/Family Services	08/05/20
Resignation	Perdomo, Andrea	Prob	Non-Instruct Support Aide	Kingswood ECE	06/09/20
Resignation	Safi, Malalai	Perm	Inst Assistant Bilingual-Farsi	Edison	06/09/20
Retirement	Swan, Nadine	Perm	IA-Ortho/Visually Impaired	Central Enroll/Family Services	06/09/20
Retirement	Underly, Mary	Perm	Secretary	Early Childhood Education	08/28/20
Termination	Sinnott, Carrie	Perm	IA-Multi/Severely Hndcp	Ralph Richardson	06/09/20

4. JOB DESCRIPTION / SALARY RANGE CHANGE

CLASSIFIED

Class Title	Unit	New/Update	Old Salary Range	New Salary Range	Effective Date (s)
District Community Engagement Specialist	CSEA	Update	34	TBD	08/26/20



JOB DESCRIPTION

Position Code: 436
Classified Group: CSEA
Salary Range: 34 **TBD**
Work Calendar: 001
Page 1 of 3

POSITION TITLE: District Community Engagement Specialist

DEFINITION: Under general direction, develops, and maintains ***and implements*** programs and partnerships that support community engagement projects ***efforts that directly impact*** to support multiple student groups, including low income, English learner and/or underrepresented students and families consistent with the District's Local Control Accountability Plan (LCAP), and Strategic priorities; spends a major portion of time developing community partnerships at a district-wide, school-wide or program level. ***facilitates stakeholder engagement activities that build support and understanding for the District's schools, programs and initiatives. Expand stakeholder engagement and participation in LCAP related activities and events.***

DIRECTLY RESPONSIBLE TO: Director, Family Engagement and Partnership Development

SUPERVISION OVER: N/A

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. Communicates with principals, site staff and district administrators about regional and district-wide community engagement activities.
2. Works with schools to establish and coordinate mutually beneficial partnerships with community-based organizations, with a focus on partnerships to support racially and ethnically diverse students.
3. Acts as liaison to parent and community organizations, faith-based and non-profit community partners and businesses that can help schools advance student learning.
4. Identifies current site and district community partnerships in order to leverage resources to support students and families.
5. Proactively researches and engages potential community partners that meet specific school or program needs with the intent of forming mutually beneficial partnerships.
6. Routinely develops and delivers reports on partnership activities and outcomes to community partners, senior district leadership and the board of education.
7. ~~Partners with current district led school improvement initiatives that close student achievement gaps between racial, ethnic and economic groups by working with communities throughout the district.~~
8. ***Participates in planning, organization and implementation of a broad stakeholder engagement strategy relating to community input meetings, parent advisory meetings, on-line input collection and employee group input.***
9. ***Supports the coordination and implementation of a community engagement that is inclusive of a diverse set of voices throughout San Juan Unified School District community.***
10. Assists parents/guardians who are in search of community resources.
11. Assists with recruiting and coordinating volunteers for district schools and programs.
12. Acts as an ambassador for the district and the Family and Community Engagement Department at community meetings and on district committees.
13. Produces and maintains ***electronic and print*** content for a variety of school-site and district-wide materials designed to support district initiatives.

District Community Engagement Specialist
Page 2 of 3

14. Develops and maintains a variety of specialized files and record keeping systems.
- 15. Attends local and regional workshops, on stakeholder engagement and best practices; shares information with district staff, families and community partners.**
16. Completes and maintains forms, records, reports and documentation of activity and progress.
17. Provides information and assists in developing strategies for effective utilization of resources.
18. Provide excellent customer service and develops and maintains professional relationships with district staff, families and community partners.
19. Responds to phone call, e-mails, letters and other communications.
20. Performs related work as required.

QUALIFICATIONS:

Education and Experience:

Any combination of education and experience equivalent to graduation from a four-year college, preferably in a human services or related field and a demonstrated successful experience in community involvement, **engagement strategies, community relations**, public relations or related field; bilingual skills are preferred.

Licenses and Certificates:

- Valid Class C driver's license issued by the California Department of Motor Vehicles within 30 days of hire or before driving any vehicle requiring this license

Knowledge, Skills, and Abilities:

- Knowledge and understanding of the needs of family engagement in schools
- Knowledge of community resources
- Ability to establish effective working relationships with school staff, parents, students and agency/organization representatives; familiarity with local community
- **Knowledge of LCFF and LCAP concepts and fundamentals**
- Ability to provide leadership to help bring community-school understanding
- Ability to follow oral and written instructions; ability to communicate effectively, both orally and in writing
- **Ability to prepare analyze and interpret data and prepare accurate, complete reports**
- **Ability to prepare reports and compile information from a variety of sources**
- Ability to work independently and make minor decisions within the framework of established guidelines; ability to relate well to people of all different backgrounds and model respect and understanding of different cultures
- Ability to operate a computer and use software programs including Word, Power Point, Excel and Outlook
- Ability to maintain consistent, punctual and regular attendance

WORKING CONDITIONS:

Work Environment:

- Indoor office and school environment
- Moderate noise
- Continuous contact with students, staff, and the public with frequent interruptions

District Community Engagement Specialist
Page 3 of 3

- Frequent evening and weekend meetings or events
- Drive a vehicle to conduct work

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

- Inspect documents and other written materials with fine print
- Communicate to exchange information in person, in small groups, and/or on the telephone
- Move about district sites, community business and offices to conduct work, including remaining in a stationary position for long periods of time
- Operate office equipment requiring repetitive hand movement and fine coordination

Other Characteristics:

- Willing to work flexible hours when needed
- Willing to travel locally and to attend evening meetings

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: 12/11/2012
Revised: 8/13/2014 (Title change; updated duties)
Revised: 9/28/2016
Revised: 10/11/2016
Revised: 8/26/2020

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

AGENDA ITEM: G-2
MEETING DATE: 08/25/2020

APPROVED: KS KH
Kent Stephens

Purchasing Contracts Report

The following reports are submitted for board approval/ratification:

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



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

July 29, 2020 - August 11, 2020

PO#	Date	Vendor Name	Description	Amount \$	Site/ Department
101542	7/31/2020	Language Line Services	Interpretation Services	\$ 137,317.25	0423-Technology Services
TBD	8/11/2020	Ellevation Education	Student Data System	\$ 209,562.98	700-Professional Learning and Innovation
TBD	8/11/2020	Jabbergym	Speech Therapy Services	\$ 352,000.00	101 - Special Education
TBD	8/11/2020	Improve Your Tomorrow	Implement mentoring programs	\$ 270,000.00	505 - Equity
TBD	8/11/2020	American River Speech	Speech Support Services	\$ 143,300.00	101 - Special Education
TBD	8/11/2020	Vista Child Therapy Center	Occupational Therapy Services	\$ 22,000.00	101 - Special Education
TBD	8/11/2020	Northern California Prepatory School	Language/Speech Therapy, Behavior Assessment	\$ 120,000.00	101 - Special Education
TBD	8/11/2020	CCHAT Center	Annual/semi-annual DHOH/Audiology Consult Services	\$ 225,000.00	101 - Special Education
TBD	8/11/2020	Gateway Residential Programs	Basic Education Program/Special Ed. Instruction	\$ 330,000.00	101 - Special Education
TBD	8/11/2020	CARE Youth Corporation	Language/Speech Therapy	\$ 138,310.00	101 - Special Education
TBD	8/11/2020	Easter Seals Superior	Language/Speech & Physical Therapy	\$ 115,000.00	101 - Special Education
TBD	8/11/2020	Curriculum Associates	Professional Development	\$ 150,000.00	700 - Professional Learning and Innovation
TBD	8/11/2020	Second Step, Inc.	School psychology services	\$ 300,000.00	101- Special Education

PULLED AT
MEETING
→



Purchasing Contracts Board Report
Change Orders/Amendments for Items \$95,200

July 29, 2020 - August 11, 2020

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
6813	8/10/2020	Campbell Keller Inc	Additional furniture for 111-9332-P1 DPM full site renovation	\$ 740,613.88	\$ 20,686.47	\$ 7,959.25	\$ 769,259.60	216 - Facilities
100172	8/10/2020	Lozano Smith	Additional legal fees	\$ 55,000.00		\$ 50,000.00	\$ 105,000.00	216 - Facilities

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
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Contract Consultant 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
4052	8/5/2020	Nacht & Lewis	Additional design for Encina HVAC 202-9390-N1 project	\$ 123,400.00	\$ -	\$ 9,420.00	\$ 132,820.00	216 - Facilities

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**

July 29, 2020 - August 11, 2020

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

General Contract

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

Other Contracts

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount \$	Responsibility
26	8/10/2020	TBD	N/A	Nielsen Inspection Service, Inc.	Inspector for Barrett MOD project 004-9495-P1	\$ 210,000.00	216 - Facilities
26	8/10/2020	TBD	N/A	Nielsen Inspection Service, Inc.	Inspector for Barrett New Construction project 004-9512-P1	\$ 210,001.00	216 - Facilities

New Addendum to Master Agreements

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

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

**AGENDA ITEM: G-3
MEETING DATE: 08/25/2020**

APPROVED:

KS KL
Kent Stephens

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		
Budget Revisions		
E-Rate		
ERRATA		

Notices of Completion - Board of Education

CONTRACTOR	PROJECT	DATE OF ACCEPTANCE	DATE RECORDED
BRCO Constructors, Inc.	PO#904999 Provide all labor, materials, equipment, tools, transportation, and incidentals for the HVAC upgrades at Carriage Elementary School, 7519 Carriage Drive, Citrus Heights CA 95621, located in the San Juan Unified School District, Sacramento, CA. Vendor: BRCO Constructors, Inc.	5/27/2020	6/10/2020

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

AGENDA ITEM: G-5

MEETING DATE: 08/25/2020

SUBJECT: Surplus Property

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"/> |

DEPARTMENT: Business Support Services

ACTION REQUESTED:

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

RATIONALE/BACKGROUND:

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

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

ATTACHMENT(S):

A: List of Surplus Property

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

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
Kent Stephens, Deputy Superintendent *KS*

APPROVED BY:

Kent Kern, Superintendent of Schools *KK*

Board of Education Agenda Item**Surplus Property**

August 25th Meeting Date

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

Location/Site	Make	Model	Description	Serial #	Disposition
Arden			2 Old Couches, 6 boxes of books		recycled
Gold River			4 Old TV's, 5 wooden pallets		discarded
Howe Ave	Panasonic	VCR		K1SA50908	Ewaste
Howe Ave	HP	Printer		TH654811XJ	Ewaste
Howe Ave	Epson	Printer		K47Y378509	Ewaste
Howe Ave	Promethean	Projector		WPRM-25019077	Ewaste
Howe Ave	Apple	Monitor		H092609C6MJ	Ewaste
Howe Ave	Apple	Monitor		YM004ONBDWY	Ewaste
Howe Ave	Fujitsu	Scansnap	Scanner	501968	Ewaste
Howe Ave	JVC		27" TV	10925967	Ewaste

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

AGENDA ITEM: G-6

MEETING DATE: 08/25/2020

SUBJECT: Consolidated Application for Funding 2020-2021

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

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board approve the submission of the 2020-2021 Consolidated Application for Funding to the California Department of Education (CDE) and State Board of Education (SBE).

RATIONALE/BACKGROUND:

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

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

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

ATTACHMENT(S):

A: Consolidated Application Expenditure Report for Activity Period: July 1, 2018 through June 30, 2020

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

FISCAL IMPACT:

Current Budget: \$16,800,000

Additional Budget: \$ N/A

Funding Source: Federal funds

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: NA

Focus: NA

Action: NA

Strategic Plan: NA

PREPARED BY: Gwyn Dellinger, Program Manager, Title I Program
Roxanne Mitchell, Director, Student Learning Assistance

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services AC
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support MBS
Kent Kern, Superintendent of Schools KK

California Department of Education

San Juan Unified (34 67447 0000000)

Consolidated Application

Status: Certified

Saved by: Gwyn Dellinger

Date: 8/7/2020 9:27 AM

2018-19 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2018-19 Title II, Part A allocation	\$1,601,785
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$1,601,785

Professional Development Expenditures

Professional development for teachers	\$1,441,522
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$65,380
Equitable services for nonprofit private schools	\$94,883
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$1,601,785
2018-19 Unspent funds	\$0

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2018-19 Title III EL student program allocation		\$570,632
Transferred-in amount		\$0
2018-19 Total allocation		\$570,632
Object Code - Activity		
1000-1999 Certificated personnel salaries		\$117,774
2000-2999 Classified personnel salaries		\$235,407
3000-3999 Employee benefits		\$161,618
4000-4999 Books and supplies		\$9,858
5000-5999 Services and other operating expenditures		\$23,052
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)		\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)		\$22,923
Total year-to-date expenditures		\$570,632
2018-19 Unspent funds		\$0

Warning

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2018-19 Title III Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Students Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2018-19 Title III immigrant student program allocation		\$272,921
Transferred-in amount		\$0
2018-19 Total allocation		\$272,921
Object Code - Activity		
1000-1999 Certificated personnel salaries		\$125,904
2000-2999 Classified personnel salaries		\$29,060
3000-3999 Employee benefits		\$43,123
4000-4999 Books and supplies		\$37,659
5000-5999 Services and other operating expenditures		\$26,247
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)		\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)		\$10,928
Total year-to-date expenditures		\$272,921
2018-19 Unspent funds		\$0

Warning

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2019-20 Title I, Part A Nonprofit Private School Students Served

This report collects nonprofit private school eligible students served by grade level (receiving Title I, Part A equitable services).

CDE Program Contact:

Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948

Rina DeRose, Federal Programs and Reporting Office, RDerose@cde.ca.gov, 916-323-0472

Students Served Count by Grade

Kindergarten Student Count	23
Grade 1 Student Count	18
Grade 2 Student Count	16
Grade 3 Student Count	16
Grade 4 Student Count	17
Grade 5 Student Count	11
Grade 6 Student Count	7
Grade 7 Student Count	6
Grade 8 Student Count	7
Grade 9 Student Count	0
Grade 10 Student Count	1
Grade 11 Student Count	2
Grade 12 Student Count	0
Students Served Total	124

*****Warning*****

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2019-20 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2020

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation		\$1,374,782
Transferred-in amount		\$0
Transferred-out amount		\$0
2019-20 Total allocation		\$1,374,782

Professional Development Expenditures

Professional development for teachers		\$1,157,970
Professional development for administrators		
All other professional development expenditures		

Recruitment, Training, and Retention Expenditures

Recruitment activities		
Training activities		
Retention activities		
All other recruitment, training, and retention expenditures		

Miscellaneous Expenditures

Class size reduction		
Administrative and indirect costs		\$44,818
Equitable services for nonprofit private schools		\$46,819
All other allowable expenditures and encumbrances		
Total expenditures and encumbrances		\$1,249,607
2019-20 Unspent funds		\$125,175

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2019 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III EL student program allocation		\$651,373
Transferred-in amount		\$0
2019-20 Total allocation		\$651,373
Object Code - Activity		
1000-1999 Certificated personnel salaries		\$126,855
2000-2999 Classified personnel salaries		\$212,767
3000-3999 Employee benefits		\$182,885
4000-4999 Books and supplies		\$507
5000-5999 Services and other operating expenditures		\$5,283
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)		\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)		\$19,653
Total year-to-date expenditures		\$547,950
2019-20 Unspent funds		\$103,423

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Title IV, Part A LEA Use of Funds Report

A use of funds report of year-to-date expenditures by activity.

CDE Program Contact:

Federal Programs and Reporting Office, TitleIV@cde.ca.gov, -

2019-20 Title IV, Part A LEA allocation	\$980,465
Transferred-in amount	\$0
Total funds transferred out of Title IV, Part A	\$0
Total LEA Reservations	\$134,111
2019-20 Title IV, Part A LEA adjusted allocation	\$846,354
Well-Rounded	126,635
Safe and Healthy Students	95,491
Effective Use of Technology	68,859
Carryover as of September 30, 2020	\$555,369

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, Iwheeler@cde.ca.gov, 916-319-0383

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Sandra
Homeless liaison last name	Butorac
Homeless liaison title	Program Manager, Student Support Services
Homeless liaison email address (Format: abc@xyz.zyx)	sbutorac@sanjuan.edu
Homeless liaison telephone number (Format: 999-999-9999)	916-971-7017
Homeless liaison telephone extension	na
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.6

Homeless Liaison Training Information

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheelera@cde.ca.gov, 916-319-0383

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years		Yes
Has the homeless liaison provided training to the following personnel:		
Principals and other school leaders		Yes
Attendance officers and registrars		Yes
Teachers and instructional assistants		Yes
School counselors		Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy		Yes
No policy comment		
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)		
Date LEA's board approved the homeless education policy		01/09/2007
Does the LEA meet the above federal requirements		Yes
Compliance comment		
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)		

Title I, Part A Homeless Expenditures

2019-20 Title I, Part A LEA allocation		\$13,004,619
2019-20 Title I, Part A direct or indirect services to homeless children reservation		\$168,620
Amount of 2019-20 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children		\$163,729

Warning

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2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheelera@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

<p>Homeless services provided</p> <p>(Maximum 500 characters)</p>	
<p>No expenditures or encumbrances comment</p> <p>Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)</p>	<p>San Juan USD identifies and enrolls students. Referrals to appropriate services are available to all homeless students. The district is committed to removing barriers to ensure students have equal opportunities. Monitoring of homeless students occurs during in school and while distance learning. Resources to improve academic outcomes are provided.</p>

*****Warning*****

Warning
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2019-20 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

School Name	School Code	Enrollment	Flagged for English Learner Participation	English Learner Students Served	Participation Explanation (Max 500 char)
Aldar Academy	6937999	74	N	0	
Freedom Christian	6952865	69	N	0	
Holy Family School	6970156	77	Y	0	
Jesuit High School	6938120	1045	Y	0	
Odyssey Learning Center	6914246	104	N	0	
Our Lady of the Assumption School	6976450	287	Y	0	
Presentation of the Blessed Virgin Mary School	6976492	253	Y	0	
Sacramento Adventist Academy	6938195	337	Y	0	
Sacramento Country Day School	6938211	483	N	0	
Sacramento Waldorf School	6938203	406	Y	0	
Shalom School	6904395	72	Y	0	
St. Ignatius School	6976583	328	Y	0	
St. John the Evangelist	6976591	184	Y	0	
St. Mel	6976633	207	Y	0	
St. Michael's Episcopal Day School	6981914	206	N	0	
St. Philomene	6976658	125	Y	0	
Summit Christian School	6167720	144	N	0	
Valley Christian Academy	7072895	242	Y	0	

Warning

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2019-20 Title III Immigrant Nonprofit Private School Students Served

The purpose of this data collection is to capture the documentable number of private school immigrant students who received Title III immigrant services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

School Name	School Code	Enrollment	Flagged for Immigrant Participation	Immigrant Students Served	Participation Explanation (Max 500 char)
Aldar Academy	6937999	74	N	0	
Freedom Christian	6952865	69	N	0	
Holy Family School	6970156	77	Y	0	
Jesuit High School	6938120	1045	Y	0	
Odyssey Learning Center	6914246	104	N	0	
Our Lady of the Assumption School	6976450	287	Y	0	
Presentation of the Blessed Virgin Mary School	6976492	253	Y	0	
Sacramento Adventist Academy	6938195	337	Y	0	
Sacramento Country Day School	6938211	483	N	0	
Sacramento Waldorf School	6938203	406	Y	0	
Shalom School	6904395	72	Y	0	
St. Ignatius School	6976583	328	Y	0	
St. John the Evangelist	6976591	184	Y	0	
St. Mel	6976633	207	Y	0	
St. Michael's Episcopal Day School	6981914	206	N	0	
St. Philomene	6976658	125	Y	0	
Summit Christian School	6167720	144	N	0	
Valley Christian Academy	7072895	242	Y	0	

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2020-21 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancestoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name		Gwyn Dellinger
Authorized Representative's Signature		
Authorized Representative's Title		Program Manager, Title I
Authorized Representative's Signature Date		08/04/2020

*****Warning*****

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Gwyn Dellinger
Authorized Representative's Title	Program Manager, Title I
Authorized Representative's Signature Date	08/03/2020
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2020-21 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District		09/16/2019
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP		
Direct Funded Charter		
Enter the adoption date of the current LCAP		
Authorized Representative's Full Name		Gwyn Dellinger
Authorized Representative's Title		Program Manager, Title I

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board		08/25/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)		Lidia Melendez
DELAC review date		01/23/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.		
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)		

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010		Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035		Yes
Title III English Learner ESEA Sec. 3102 SACS 4203		Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201		Yes

*****Warning*****

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2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
--	-----

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2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation		\$114.40
Estimated English learner student count		5,882
Estimated English learner student program allocation		\$672,901

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities		\$171,032
Program and other authorized activities		\$0
English Proficiency and Academic Achievement		\$91,889
Parent, family, and community engagement		\$380,880
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)		\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)		\$29,100
Total budget		\$672,901

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2020-21 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$104.70
Estimated immigrant student count	3,070
Estimated immigrant student program allocation	\$321,429

Note: Eligibility criteria

A local educational agency which has 21 or more eligible immigrant students and has experienced a significant increase of one percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$307,529
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$13,900
Total budget	\$321,429

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2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Arturo Ambriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	San Juan is adjusting Time Accounting Trainings to reflect COVID 19 restrictions and distance learning.

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2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Federal Programs and Reporting Office, RDeroose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

Y1: meaningful consultation occurred

Y2: timely and meaningful consultation did not occur

Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

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2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Aldar Academy	6937999	74	Y	Y	Y	Y1	N
Faith Christian Academy	6918981	124	N				N
Freedom Christian	6952865	69	Y	Y	Y	Y1	N
Holy Family School	6970156	77	N				N
House of Bread Christian Academy	6154587	89	N				N
Jesuit High School	6938120	1045	Y	Y	Y	Y1	N
Odyssey Learning Center	6914246	104	Y	Y	Y	Y1	N
Orangevale Seventh-day Adventist	6976443	102	N				N
Our Lady of the Assumption School	6976450	287	Y	Y	Y	Y1	N
Presentation of the Blessed Virgin Mary School	6976492	253	Y	Y	Y	Y1	N
Sacramento Adventist Academy	6938195	337	Y	Y	Y	Y1	N
Sacramento Country Day School	6938211	483	Y	Y	Y	Y1	N
Sacramento Waldorf School	6938203	406	Y	Y	Y	Y1	N
Shalom School	6904395	72	Y	Y	Y	Y1	N
St. Ignatius School	6976583	328	Y	Y	Y	Y1	N
St. John the Evangelist	6976591	191	Y	Y	Y	Y1	N
St. Mark's Lutheran Elementary	6976617	79	N				N
St. Mel	6976633	207	Y	Y	Y	Y1	N
St. Michael's Episcopal Day School	6981914	206	Y	Y	Y	Y1	N

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2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
St. Philomene	6976658	125	Y	Y	Y	Y1	N
Summit Christian School	6167720	171	Y	Y	Y	Y1	N
Valley Christian Academy	7072895	242	Y	Y	Y	Y1	N
Victory Christian	6938310	115	N				N
Victory Christian Elementary	6905269	123	N				N

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

AGENDA ITEM: G-7

MEETING DATE: 08/25/2020

SUBJECT: Local Control and Accountability Plan
Parent Advisory Committee (LCAP PAC)

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"/>

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board approve four new members to the LCAP PAC.

RATIONALE/BACKGROUND:

The LCAP includes a provision for a parent advisory committee (PAC) to be formed for the purpose of advising the board on matters connected with the plan. This committee, which is required by Education Code section 52063 (a)(1) and (a)(2), must include parents or legal guardians of students in three targeted populations for which funding is received (low income, foster youth and English Learners). The guidelines for the LCAP PAC are intended to increase the input of parents and students, particularly of the targeted groups. This work is necessary as we move to close the achievement gaps across our system.

The new members will fill vacancies on the committee. Attachment A lists the recommended new members for approval.

ATTACHMENT(S):

A: LCAP PAC New Members List

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

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:

Lisa Borrego, Director, Family Engagement and Partnership Development ^{LB}

APPROVED BY:

Kristan Schnepp, Senior Director, Professional Learning and Innovation ^{KS}
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support ^{MBS}
Kent Kern, Superintendent of Schools ^{KK}



Attachment A: Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC)

On August 6, 2020, the board subcommittee on LCAP PAC membership recommended the following four replacement members to be part of the LCAP PAC. These recommendations will replace members who resigned from the LCAP PAC in June 2020. These replacement nominations will serve the remaining term of the original members. With these nominations, this fills 19 of the 20 seats on the LCAP PAC. One additional nominee will be identified and presented to the board for approval at a future meeting.

With the new appointees, the committee will:

- Include 4 students, 12 parents, and 3 community members
- Represent 16 schools
- Include those representing low-income families, English learners, foster youth/homeless youth, and students with disabilities.

LCAP PAC Resignations:

Participant	Role	School(s)
Amanda Gamboa Resigned 06/22/20	Student	El Sereno Independent Learning
Raven Hale Resigned 06/26/20	Student	Encina Preparatory High School
Mary Beth Barber Resigned 06/16/20	Parent	Deterding Elementary
Rafael Bautista Resigned 06/26/20	Parent	Arden Middle School
Dora Duenas Resigned 06/26/20	Parent	Mira Loma High School

LCAP PAC New Member Nominations:

Participant	Role	School(s)
Elnoria Colbert Appointed 08/06/20	Student	San Juan High School
Bethlehem Kalab Appointed 08/06/20	Student	Rio Americano High School
Amber Busby Appointed 08/06/20	Parent	Starr King K-8
Pamela Campos-Friar Appointed 08/06/20	Parent/Guardian	Deterding Elementary & Mira Loma High School

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

AGENDA ITEM: I-1

MEETING DATE: 08/25/2020

SUBJECT: 2020-2021 Start of School

CHECK ONE:

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

DEPARTMENT: Administration

ACTION REQUESTED:

The superintendent is recommending that the board receive a report on the opening of the 2020-2021 school year.

RATIONALE/BACKGROUND:

Within any typical new school year, the start of school brings many changes for students, families, schools, district staff and the community. This year is no exception as we open our schools, programs and classrooms in a distance learning format. The intent of this report is to share with the board how we build positive school and district cultures while navigating the effects of the COVID-19 pandemic, knowing that the first day of school serves as the foundation for a year of learning and growing.

ATTACHMENT(S):

A: Presentation

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

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:

Trent Allen, APR, Senior Director, Community Relations 

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support 

APPROVED BY:

Kent Kern, Superintendent of Schools 

Fall 2020

2020-2021 Start of School

San Juan Unified School District
Board of Education
August 25, 2020



Reopening Schools in 2020-21 Strategic Priorities

Health and safety

Focused instruction

Community building and relationships

Support the whole child

Parent support and self-efficacy

Transparent and timely communication








High Schools

- Student Welcoming Activities
 - Virtual Link Crew activities
 - Virtual freshmen orientations
 - Welcoming student videos
 - Welcoming lawn signs
 - SWAG bags
- Virtual family/student welcoming/orientation meetings
- Staff
 - Breakfasts/lunches provided during preservice






3


Middle Schools



Prior to the start of school, each middle school site called every student to personally welcome them to school and assess their readiness for Distance Learning by asking 5 questions related to:

1. Technology
2. San Juan Log-in ID/password/portal
3. Ability to contact their teachers
4. School meals
5. Social Emotional Learning (SEL) Supports

4


Middle Schools



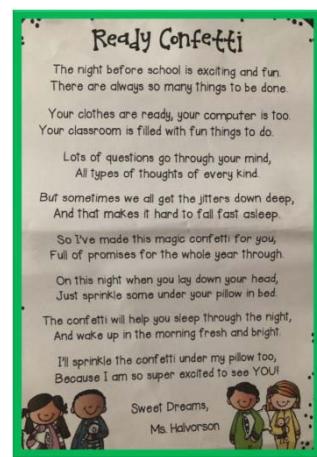
- “What to expect on the 1st day of school” video sent to students and families
- Where Everyone Belongs (W.E.B.) virtual orientation for new 6th and 7th grade students
- Virtual welcome rallies
- Teacher introductions via FlipGrid and YouTube videos
- Team building games during staff professional development to be used in classrooms with students
- Trivia games, in-home scavenger hunts, etc. with pizzas delivered home to random participants



Elementary & K-8 Schools

Elementary & K-8 schools opened in ways to show families that we continue to be about making connections, building relationships and supporting kids with learning.

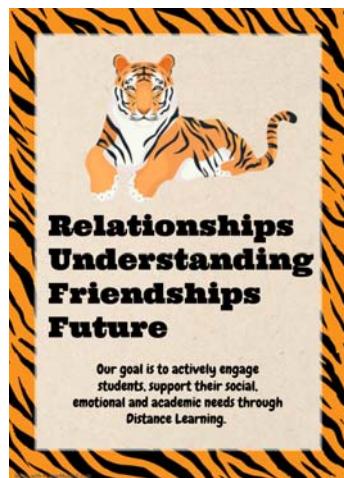
- TK / K teachers delivered "Jitter Glitter" and "Get Ready Confetti" to front doorsteps
- 1:1 Zoom "Get to know me" meetings held prior to the first day
- Phone calls home to each family prior to and after device deployment
- Classroom supplies and materials pickup hosted by site principals and teachers
- Back to school orientation Zooms hosted by principals and teachers
- Socially distanced 1:1 home visits
- Staff welcome back activities
- Welcome back drive through parades



Elementary & K-8 Schools



Special Education Centers

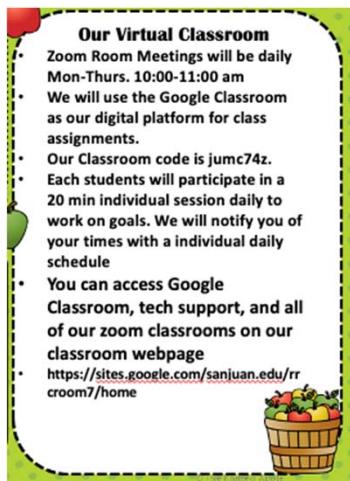


LAUREL RUFF

- Staff kick off with focus on "RUFF"
 - Build **Relationships**
 - Come from a place of **Understanding**
 - Build **Friendships** among students
 - Have students look to the **Future**
- Virtual Parent Nights – August 5 and August 10
- Meet and greet during Chromebook pick-up



Special Education Centers



LA VISTA

- Meet and greet during Chromebook pick-up
- Zoom scavenger hunt for opening day
- Virtual Back to School Night – August 20

RALPH RICHARDSON

- Meet and greet during Chromebook pick-up
- Teacher phone calls to all families regarding the start of school
- Professional development and technology trainings for all staff



9

K –8 Homeschool

K-8 Homeschool

- Advisory teachers reached out to all families via phone
- Meet and greet during material distribution
- Messages out to families regarding the program, next steps and encouragement via Blackboard

10



Meal Service

- Curbside meal distribution at 44 school sites
- Daily breakfast and lunch packaged together
- Curbside service between 7:00-8:30am
- Currently average 1,300 students per day



Questions and Board Discussion



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

AGENDA ITEM: I-2

MEETING DATE: 08/25/2020

SUBJECT: Equity Update: Part 1

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Equity and Student Achievement

ACTION REQUESTED:

The superintendent is recommending that the board receive an update on the Department of Equity and Student Achievement's projects and services.

RATIONALE/BACKGROUND:

The goal of the Department of Equity and Student Achievement is to support the district in building a systemic, sustainable culture that is inclusive, empowering and socially responsible and to disrupt the institutional barriers inherent in the system. The equity team will share the first of two presentations this year on the San Juan 8 Point Commitment to Educational Justice and the actions planned for 2020-2021 to support the work of equity throughout the district.

ATTACHMENT(S):

A: Presentation

B: San Juan 8 Point Commitment to Educational Justice Actions: 2020-2021

C: San Juan 8 Point Commitment to Educational Justice Timeline: July – September 2020

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

FISCAL IMPACT:

Current Budget: \$1,289,675

Additional Budget: \$ N/A

Funding Source: \$ N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 6,8,9

Goal: 2 Focus: 4,5

Action: N/A

Strategic Plan: 4

PREPARED BY: Diana Marshall, Director, Equity and Student Achievement

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services 

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support 

Kent Kern, Superintendent of Schools 

Equity Update

Part 1

San Juan Unified School District
August 25, 2020

Presented by:

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

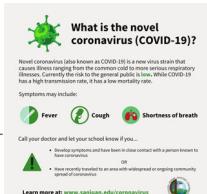
Diana Marshall, Director, Equity and Student Achievement

Lori Vine, Program Coordinator, Equity and Student Achievement
Starr King K-8 Team



Setting the Stage for Change

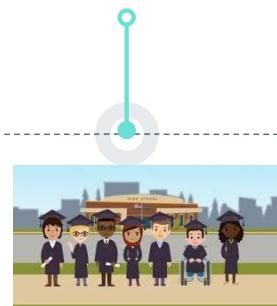
March 2020
Campuses closed
Challenges in access and opportunity



June 2020
Co-Created
Listening Sessions



August 2020
District-wide Equity
Professional Learning



June 2020
National social
unrest



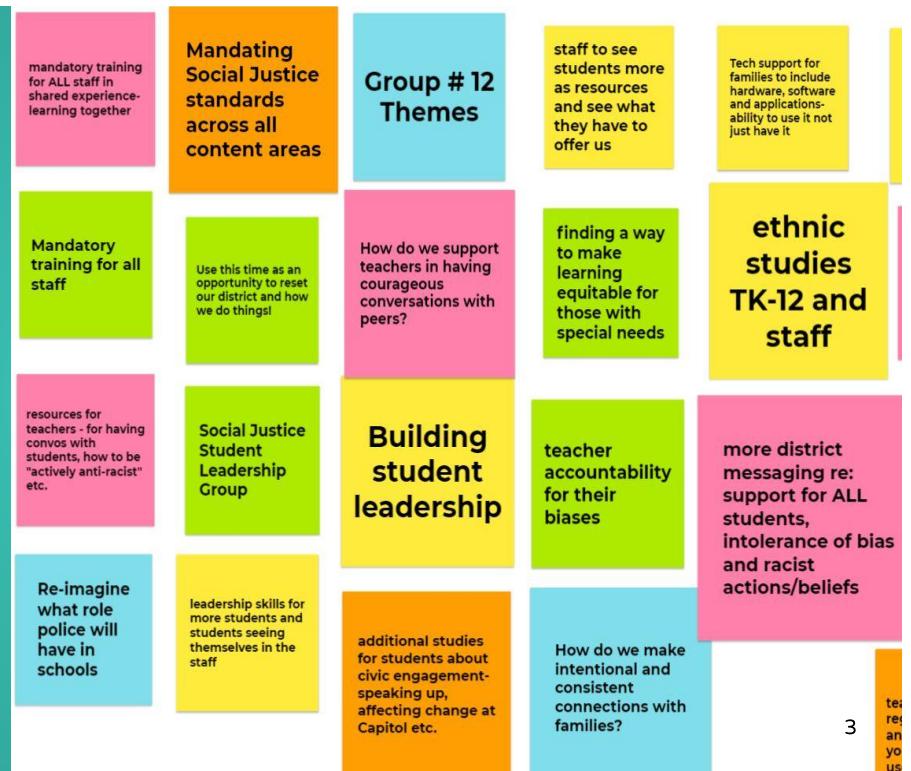
July 2020
San Juan 8 Point
Commitment to
Educational Justice

From Listening to Action Plan

Session 1/2: Listening sessions (all stakeholders)

Session 3/4: Listening sessions (students only)

Session 5/6: Determining themes and patterns from the listening sessions (staff only)



3

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Stakeholder Reflection from Listening Sessions



Session 7: Creation of the San Juan 8 Point Commitment to Educational Justice (all stakeholders)

Session 8: Feedback on the draft (all stakeholders)

4

8 Point Commitment to Educational Justice

1. Improve school culture and provide diverse representation
2. Accountability for all
3. Expand and prioritize family and student voice
4. Require training with robust offerings of professional development
5. Build anti-racist/anti-bias instruction within our curriculum
6. Site/department level commitment to equity
7. Increase workforce diversity
8. Establish a Networked Improvement Community (NIC) to create equitable access to schools, programs and rigorous coursework

5

Starr King's Equity Journey

Commitment 1: Focused on school culture through community circles, restorative practices, mentoring and Gay Straight Alliance (GSA)/ Black Student Union (BSU) clubs

Commitment 3: Completed listening sessions with families, students and staff resulting in actions around after school activities

Commitment 4: Conducted book studies such as *Grading for Equity* and *White Fragility*

Commitment 5: Participated in Museum of Tolerance (entire staff)

Commitment 6: Used Professional Learning Community (PLC) to build capacity around equitable practices

Commitment 7: Targeted hiring people of color and strategic onboarding



6

Starr King's Next Steps in the Equity Journey

- Commitment 1: Connecting equity work with distance learning
- Commitment 2: Increasing cultural competency and building alliances among staff
- Commitment 5: Implementing social justice standards across content areas



7

Summer Actions

- Commitment 3: San Juan 8 Point Commitment to Educational Justice communication
- Commitment 4: Agreement between district and San Juan Teachers Association (SJTA) on professional learning for all members with a focus on equity
 - Fall schedule for equity professional learning for individuals
- Commitment 5: Social justice standards as a part of the 20/21 essential standards
- Commitment 7: Virtual onboarding process for all new employees

8

Fall Actions

- Commitment 1: Expand on welcoming and inclusive activities at the start of the year to include culturally responsive practices
- Commitment 2: Expand professional training on compassionate dialogue; develop and implement a transparent system to report racism/inequities for students, parents, staff and community members
- Commitment 3: Commit to holding spaces for stakeholders to share their lived experiences
- Commitment 4: Offer a menu of professional development options that are differentiated for staff
- Commitment 5: Integrate preschool - adult social justice standards into the content curriculum to provide an anti-racist/anti-bias education

9

Next Steps

- Commitment 1: Implementation of identity safe areas on campuses
- Commitment 2: Develop success indicators and metrics for the San Juan 8 Point Commitment for Educational Justice
- Commitment 3: Student-led social justice forums
- Commitment 6: Systematize site/department level conversations around equitable practices as well as anti-racist/anti-bias actions
- Commitment 7: Create and maintain a data dashboard to monitor progress around increasing our diversity
- Commitment 8: Establish a Networked Improvement Community (NIC) to create equitable access to schools, programs and rigorous coursework

10

Questions

11

San Juan 8 Point Commitment to Educational Justice Actions

2020/2021

1. Improving School Culture and Diverse Representation

- Expand on welcoming and inclusive activities at the start of the year to include culturally responsive practices
- Create “Identity Safe Zones” at sites/departments by Spring of 2021
- Implementation of response to hate and bias strategies in school safety (August 2020)
- Expand the site/department work on cultivating safety and belonging for both staff and students while re-shaping the norms of our response around behavior

2. Accountability for All

- Building our collective capacity to have courageous conversations and interrupt both implicit and explicit racial inequities
 - Create reference documents to support staff in recognizing, interrupting and repairing systemic and personal racial inequities
 - Expand professional training on compassionate dialogue
- In collaboration with Human Resources (HR), Legal, Family and Community Engagement (FACE), Equity and community members, develop and implement a transparent system to report racism/inequities for students, parents, staff and community members (Fall of 2020)
- Develop indicators of success for each of the eight commitments and the metrics to measure those success indicators

3. Expand and Prioritize Family and Student Voice

- Strategic conversations around race, anti-racism and anti-bias practices
 - Train teachers/employees in "Let's Talk about Race" and "Speak up at School"
 - Commit to holding spaces for stakeholders to share their lived experiences
 - Listening sessions
 - Continue empathy gathering sessions that are free of bias and racism at sites
- Invite all community stakeholders at least two times a year (fall and spring) to report on the progress of all initiatives and provide a forum for continuing conversations about institutional and structural racism
- Find a variety of ways to message out the work in this plan (social media, podcasts)

4. Required Training with Robust Offerings of Professional Development

- Implement required training of all staff
 - Focused on anti-racist/anti-bias education/equity/cultural responsiveness
 - Expectations are explicit in policy and practice
 - Accountability measured through the Professional Learning System (PLS)
- Offer a menu of professional development options that are differentiated for the staff
- Integrate anti/bias education/equity/cultural responsiveness into all professional learning

5. Building Anti-Racist/Anti-Bias Instruction within our Curriculum

- Integrate preschool - adult social justice standards into the content curriculum to provide an anti-racist and anti-bias education
 - Social-Emotional Learning (SEL) competencies to utilize as a tool to support the delivery of social justice standards

- Increase site-level expertise of restorative practices and embed into in-person and remote learning
- Provide and support teachers in the use of resources (both electronic and print) for specific content curriculum which reflects a diverse population and tells counter-stories as opposed to dominant narratives
- Continue to refine and expand the equity matrix in the adoption of curriculum
 - Ensure that all ethnicities and identities are represented in historically accurate perspectives, highlights positive protagonists and eliminates negative stereotypes

6. Site/Department Level Commitment to Equity

Systematize site/department level conversations around equitable practices as well as anti-racist/ anti-bias actions.

- Create a commitment to equity for the coming school year - site-specific actionable goals for staff to implement and progress; monitor throughout the year
- Work with current leadership teams or establish equity teams at each site
- Offer district-level support with site-level conversations, determining goals and implementing actions at least three times during the school year
- Ongoing mentoring/coaching available to newly formed equity teams
- Further advance the role and responsibilities of site equity teams

7. Increase Workforce Diversity

- Retain our diverse workforce primarily black and brown staff AND create pathways for more advanced positions
 - Expand onboarding practices to all new employees
 - Focus this year on career development - classified and certificated
 - Create and maintain a data dashboard to be utilized by sites and departments to help us monitor our progress around increasing our diversity
 - Administration training to ensure the implementation of best practices for HR

8. Establish a Networked Improvement Community (NIC) to Create Equitable Access to Schools, Programs and Rigorous Coursework

- Root cause analysis to identify and create possible actions
 - Gather data through empathy gathering, surveys, review of current practices and policies, student enrollment and completion rates in programs to further identify barriers to access and opportunity and report out the findings by Spring 2021
- Create a culture of high expectations for all students through a "warm-demanding mindset"

San Juan 8 Point Commitment to Educational Justice Timeline

July - September 2020

8 point commitment	Action	Estimated completion date
#3	Send out 8 point commitment communication to San Juan employees	July 30
#7	Virtual onboarding process complete	July 31
#5	Complete joint letter on the integration of the social justice standards	August 3
#5	Provide social justice Professional Development (PD)	August 5
#4	Provide district-wide virtual equity professional learning	August 11
#3	Develop schedule of PD for “Let’s Talk about Race”	August 24
#5	Develop a schedule of PD for the integration of social justice in Fall 2020	August 24
#4	In collaboration with San Juan Teachers Association (SJTA), develop a schedule and options for site leadership teams to access for equity professional learning	August 28
#3	Co-create with community partners and social justice teacher leaders to create systems to train student leaders in compassionate dialogue and social justice to assist in the facilitation of social justice forums	First meeting scheduled for August 27
#1	Response to hate and 1st amendment considerations at school - principal training	Week of August 24 - September 18
#1	Create “Identity Safe Zone” signs, stickers and protocols for identity safe spaces	August 31

#6	Share expectations with site leaders the commitment and expectations of site equity teams	September 8
#2	Establish accountability team and create timeline for completion by December 2020	September 15
#8	Establish the team and timeline of Networked Improvement Community (NIC) for equitable schools, programs and course work	September 30
#7	Establish workforce diversity team and establish goals, timelines and dates	September 30
#2	Establish stakeholder team to identify criteria of success and metrics	October 15
#3	Fall equity stakeholder forum	October 29
#6	At principal meetings, review and support site level goals and actions	Completed by October 30

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

AGENDA ITEM: I-3

MEETING DATE: 08/25/2020

SUBJECT: Education Technology Joint Powers Authority
(Ed Tech JPA)

CHECK ONE:

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

DEPARTMENT: Business Division Services

ACTION REQUESTED:

The superintendent is recommending that the board discuss and adopt Resolution No. 3002 authorizing the San Juan USD to join the Ed Tech JPA as a founding member.

RATIONALE/BACKGROUND:

The Ed Tech JPA was created in December 2018 by Capistrano Unified and Irvine Unified school districts. This JPA consortium, with considerable purchasing power, will create contracts where districts can procure software, hardware and digital products at reduced prices by pooling resources to prepare time-consuming procurement documents, and streamline data privacy processes. Since inception, Clovis Unified, Fullerton Unified and El Dorado County Office of Education have joined as founding members. San Juan USD has been extended an invitation to become the seventh and final founding member. Founding districts have seats on the seven-member board of directors. Many other districts across the state and country have joined as associate members. The law firm of Fagen Friedman & Fulfrust LLP serve as legal counsel for the JPA. Irvine USD is the fiscal agent.

San Juan USD continually evaluates, purchases and implements new technology to meet district educational and administrative needs. Procurement processes for these solutions can be both costly and complex. Currently, San Juan USD independently solicits and negotiates most technology agreements. Products are carefully reviewed to ensure high quality, competitive pricing, and compliance with privacy and other security requirements. School districts across the country face similar technology procurement challenges. Costs for the same educational software programs and equipment vary dramatically between districts. Contract terms, especially related to protection of student data, are also inconsistent. Individual school districts have had limited success in negotiating advantageous pricing and favorable contracts.

San Juan USD and other school districts share a common need to streamline technology procurement and enforce strict standards for the protection and confidentiality of student information. Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California, authorizes the joint exercise by two or more public agencies of any power common to them as a JPA. A technology-focused JPA could save districts substantial costs and staff time through collective procurements and contract negotiations. In partnership with other member districts, San Juan USD would benefit from consortium pricing discounts, pooled resources and shared expertise. The JPA will negotiate competitively priced digital technology contracts for the benefit of all JPA members. Founding member districts will assist in the selection and evaluation of products, procurement processes, communication and oversight of the JPA.

Each founding member shall contribute \$10,000 to cover start-up expenses of the JPA, including website development, business operations costs and legal fees. San Juan USD's total cost and liability is limited to the \$10,000 founding member contribution. As sales volume through the JPA increases, the district can be reimbursed for the initial investment as well as in-kind time spent. The district may also receive revenue from purchases as sales volume increases.

ATTACHMENT(S):

- A: Resolution No. 3002
- B: Founding Member Agreement
- C: Joinder Agreement
- D: Bylaws

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

FISCAL IMPACT:

Current Budget: \$ 0

Additional Budget: \$ 10,000

Funding Source: Unrestricted General Fund

(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: Kent Stephens, Deputy Superintendent *KS*

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

San Juan Unified School District
RESOLUTION NO. 3002

**ADOPT AND APPROVE THE JOINT POWERS AUTHORITY AGREEMENT
JOINING THE EDUCATION TECHNOLOGY JPA**

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California, authorizes the joint exercise by two or more public agencies of any power common to them as a Joint Powers Authority (hereinafter referred to as "JPA"); and

WHEREAS, school districts are increasingly implementing new technology for the provision of educational services in their curriculum; and

WHEREAS, the cost of procuring technology can be considerable for school districts, which often have to make complex and technical assessments regarding the quality of offered products and the additional expense of negotiating the applicable contracts; and

WHEREAS, there is considerable variance in the pricing of technology products, with larger and more resourced school districts obtaining products at a substantially lower cost than smaller, less resourced districts; and

WHEREAS, school districts are responsible for ensuring compliance with the requirements of various state and national data privacy laws to preserve student confidentiality when vendors receive confidential student data; and

WHEREAS, the parties hereto and the members who join thereafter have the common ability through a JPA to save substantial costs through collective procurements, which can centralize procurement overhead and negotiate advantageous prices; and

WHEREAS, there is a need for financial, technical and professional development services to support the successful implementation of products and services purchased though a JPA; and

WHEREAS, the Joint Powers Agreement shall initially be adopted by Irvine Unified School District and Capistrano Unified District, with further members added as approved by the JPA Board; and

WHEREAS, Clovis Unified School District, Fullerton School District and El Dorado County Office of Education have elected to join the JPA as Founding Members, and have been accepted as Founding Members by the JPA Board; and

WHEREAS, the governing Board of San Juan Unified School District ("District"), has determined that entering into a Joint Powers Agreement for providing legally compliant and economically priced technology services and products is in the best interests of the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SAN JUAN UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

The Governing Board of San Juan Unified School District hereby declares and formally approves its membership in the Education Technology JPA, a California Joint Powers Authority and instructs its duly authorized agent to execute on behalf of the San Juan Unified School District, the Joint Powers Authority Agreement with Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District, Fullerton School District and El Dorado County Office of Education.

ADOPTED, SIGNED AND APPROVED this 25th day of August, 2020.

Attest:

SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Kent Kern, Executive Secretary

Paula Villescaz, President

Michael McKibbin, Ed.D., Vice President

Zima Creason, Clerk

Pam Costa, Member

Saul Hernandez, Member

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

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF Sacramento)

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Education of the San Juan Unified School District, of the County of Sacramento, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly held at the regular meeting place thereof on August 25, 2020, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours beforehand at 3738 Walnut Avenue, Carmichael, California, a location freely accessible to members of the public, and a brief description of the adopted resolution appeared on the agenda. A copy of the agenda is attached hereto. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 25th day of August, 2020.

Clerk of the Board of Education
San Juan Unified School District

**JOINT POWERS AUTHORITY AGREEMENT
(ED TECH JPA)**

This Agreement is entered into by and between Capistrano Unified School District, a California public school district, located at 33122 Valle Rd, San Juan Capistrano, Orange County, California, Irvine Unified School District, a California public school district, located at 5050 Barranca Parkway, Irvine, Orange County, California, Clovis Unified School District, a California public school district, located at 1450 Herndon Ave, Clovis, Fresno County, California and Fullerton School District, a California public school district, located at 1401 W. Valencia Dr. Fullerton, Orange County, California.

RECITALS

WHEREAS, school districts throughout California and across the United States are increasingly implementing new technology for the provision of educational services in their curriculum; and

WHEREAS, most school districts currently procure their digital services and products individually and incur considerable costs and time in effectuating such procurements; and

WHEREAS, individual school districts often lack the student enrollment and expertise to negotiate economical prices for the digital services and products they purchase; and

WHEREAS, school districts are responsible for ensuring compliance with the requirements of various state and national data privacy laws to preserve student confidentiality when vendors receive confidential student data; and

WHEREAS, school districts and vendors alike share the desire to provide educational technology solutions to students in full compliance with the law, but lack the time and resources to negotiate agreements in a cost effective and timely manner on an individual basis; and

WHEREAS, the parties hereto and the districts who join hereafter, have the power under Government Code section 6250, et seq. to combine their separate efforts into a common purpose as a Joint Power Authority ("JPA"), a separate government agency that would facilitate the procurement of digital services and products on behalf of school districts, negotiate economical prices and terms for said districts, and further provide such products and services pursuant to legally compliant data privacy and security contracts; and

WHEREAS, there is a need for financial, technical and professional development support to ensure successful implementation of education technology products and services purchased by the JPA;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the undersigned parties do hereby agree as follows:

SECTION 1: DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

“Associate Member Agency” shall mean any Local Agency that shall have duly executed and delivered to the JPA an Associate Membership Agreement and as further provided in the Bylaws of the JPA.

“JPA” shall mean the Education Technology Joint Powers JPA created by this Agreement. For the purposes of this Agreement, the term JPA shall be synonymous with the term Public Agency, as defined in Government Code section 6500.

“Board of Directors” or “Board” shall mean the governing body of the JPA.

“Bylaws” shall mean the adopted Bylaws of the JPA as amended and/or restated in their latest approved form.

“Fiscal Year” shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the JPA.

“Government Code” shall mean the California Government Code, as amended.

“Insurance” shall mean any program of the JPA providing coverage against losses to Member Agencies who are participants in the program whether the coverage is based upon purchased insurance, self-insurance, pooled funding or any other similar mechanism, instrument or facility.

“Founding Member” shall mean any Public Agency which has executed this Agreement and has become a founding member of the JPA.

“Host Agency” Shall be the Member or Members who oversee the administration of the JPA and its record keeping.

SECTION 2: AUTHORITY

This Agreement is entered into pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (beginning with Section 6500), which authorizes two or more local public entities, such as the Member Agencies who are parties to this Agreement, to exercise any power which is common to each of them.

SECTION 3: CREATION OF JPA

Pursuant to California Government Code Sections 6500 et seq., a public entity of the State of California known as the Education Technology Joint Powers Authority has been created and does now exist. The JPA exists separately and apart from the Member Agencies. Pursuant to California Government Code Section 6508.1 the debts, liabilities and obligations of the JPA shall be solely

its own and they shall not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, Executive Director or of any Member Agency.

SECTION 4: PURPOSE

The purposes of the JPA include:

- a. Assist in the procurement of digital services and products on behalf of other school districts, including preparing the Request for Proposals, drafting the relevant agreements and negotiating the price and terms.
- b. Assist in the sale of digital products and services to local education agencies at a discount price.
- c. Ensuring that all products sold comply with student privacy laws and state procurement rules.
- d. Provide member services, including processing new members, and determining the product and procurement needs of member districts.
- e. Offer training and other professional development to the educators and technology employees of member agencies for the products and services sold by the JPA.

SECTION 5: POWERS

The JPA shall have all of the powers common to the parties to this Agreement and all additional powers afforded under California law to public entities such as JPA, formed for the purpose of jointly exercising powers common to their members. The JPA is also authorized by this Agreement to do all acts necessary for the exercise of its powers. The JPA's powers include, but are not limited to, the following:

- a. To make and enter into contracts.
- b. To incur debts, liabilities, and obligations.
- c. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- d. To sue and be sued in its own name, and to settle any claim against it.
- e. To receive and use contributions and advances from member Districts as provided in California Government Code Section 6505, including contributions or advances of personnel, equipment or property.
- f. To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- g. To acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein.
- h. To employ agents and employees.
- i. To receive, collect, and disburse moneys.

- j. To invest funds not necessary for the immediate operation of the JPA in such securities as allowed by section 53601 of the California Government Code.
- k. To carry out all provisions of this Agreement.
- l. To exercise other reasonable and necessary powers in furtherance or support of any purpose of the JPA or power granted by the Joint Powers Law, this Agreement or the Bylaws of the JPA.

SECTION 6: FOUNDING MEMBERS

- a. Founding Members. Each local agency signatory to this Agreement shall be considered a Founding Member. The duties and privileges of Founding Members shall be as set forth in the JPA Bylaws and shall include full voting rights. There shall be no more than seven (7) Founding Members.
- b. Joinder. The Founding Members to this Agreement further recognize that one or more additional public agencies may desire to become a party to, and be bound by, the terms set forth in this Agreement, and that the existing Parties to this Agreement may desire to allow one or more additional public agencies to become a party to the Joint Powers Authority Agreement. By executing the Founding Member Joinder Agreement, attached hereto as Exhibit B and incorporated herein by this reference, a public agency and the Parties to this Agreement agree that such public agency shall be deemed a party to this Joint Powers Authority Agreement, and shall be bound by all of the terms and conditions of this Agreement in all respects.

SECTION 7: CORRESPONDENT MEMBERS

The JPA may have members from outside of the State of California, who at the discretion and vote of the Board, may join as a Founding Member. In those states where Joint Power Authorities are not formally recognized, school districts and other local education agencies may join the JPA as Correspondent Members. The rights and privileges of Correspondent Members shall be as stated in the Bylaws.

SECTION 8: ASSOCIATE MEMBERS

As further detailed in the Bylaws, members who join the JPA and who are neither Founding members nor Correspondent Members shall be considered Associate Members.

SECTION 9: BOARD OF DIRECTORS

- a. Governing Body. The JPA shall be governed by the Board of Directors, which shall be composed of one director representing each Founding Member. Each Founding Member shall appoint its representative to the Board of Directors. Such Director shall serve at the pleasure of the Founding Member. Each member shall have the right to designate an alternate on those occasions that the regularly serving Director cannot attend a meeting, or otherwise attend to the affairs of the JPA.

- i. **Termination of Status as Director.** A director and/or alternate director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the JPA receives written notice from the appointing Member of the removal of the director or alternate director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Member from this Agreement; and (3) the death or resignation of the director or alternate director.
- b. **Officers.** The officers of the JPA shall be a President, Vice- President, Secretary, and Treasurer, whose duties shall be as set forth in this Agreement, the Bylaws or as prescribed by applicable provisions of law.
 - i. President and Vice President. The Board shall elect a President and Vice President from among the directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the JPA, the Board shall elect a new President and Vice President, in each succeeding alternating fiscal year. Each officer shall assume the duties of his office upon election. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board.
 - ii. Secretary. The Board shall appoint a Secretary, who may, but need not, be a member of the Board of Directors. The Secretary shall serve at the pleasure of the Board.
 - iii. Treasurer. The treasurer may be someone from a member agency, the county treasurer where the JPA operates, or a certified public accountant who performs the job. Unless the Board of Directors determines otherwise, the Treasurer shall be appointed by the Host Agency and shall serve at the Host Agency's pleasure.
 - iv. Other Officers. The Board may appoint such other officers as it considers necessary, as provided in the Bylaws.
- c. **Host Agency.** The Founding Members shall appoint no less than one and no more than four of their members as the Host Agency. In the event two host agencies are selected, the Board, by resolution will demarcate their relative duties and responsibilities and in which office the Executive Director shall reside. The Host Agency or Agencies shall serve as the administrative centers for the authority, managing its affairs at the direction of the Board. JPA employees will be housed at the Host Agency, unless otherwise agreed to by the Board of Directors. The designation of the Host Agency or Agencies shall be for five years and may be regularly renewed in four-year terms thereafter. The Host Agency or Agencies shall be entitled to a management fee at a level consistent with that of the industry and which shall be determined by the Board of Directors.
- d. **Committees.** The Board may establish committees as it deems appropriate to conduct the business of the JPA. Members of Committees shall be appointed by the Board. Each Committee shall have those duties as determined by the Board, or as otherwise set forth in

the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Board as directed by the Board.

- e. Meetings. The Bylaws of the JPA shall make provision for calling and holding meetings of the Board of Directors which shall include, in any event, at least one regular meeting annually.
- f. Ralph M. Brown Act. Meetings of the Board of Directors shall be conducted in accordance with this Section, the Bylaws and applicable provisions of law governing the meetings of legislative bodies and governing boards of local public entities of the State of California including the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- g. Quorum. The presence in person (or by telephone in the case of a noticed telephonic meeting) of a majority of the then duly appointed members (including one alternate in the case of absence of the member) of the Board of Directors shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws, or other applicable provisions of law.
- h. Bylaws. The JPA shall develop, adopt, amend and promulgate Bylaws and other executive directives to govern the operations of the JPA. Each Member Agency will be provided with copies of all such materials.
- i. Organizational Structure and Other Responsibilities.
 - i. The Board of Directors shall appoint an Executive Director who shall be responsible for the general administration of the business and activities of the JPA as directed by the Board of Directors.
 - ii. The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA, whose duties and responsibilities are outlined in more detail below.
 - iii. Subject to the direction of the Board of Directors, the Host Agency or Agencies shall provide for the appointment of such other staff of the JPA as may be necessary for the administration of the JPA.
 - iv. As determined by the Host Agency or Agencies, staff functions may be performed by employees of the JPA, by officers, directors and employees of Member Agencies and by agents, advisors and consultants retained under contract by JPA.
 - v. The Executive Director and other staff of the JPA shall have such powers, duties and obligations as are established by this Agreement, the Bylaws, the policies, procedures and rules promulgated by the JPA and any contractual arrangements which may exist between the JPA and the respective person.
 - vi. Subject to any applicable contractual arrangements which may take precedence, the Executive Director and Legal Counsel shall serve at the will and pleasure of the Board of Directors and all other staff shall serve at the pleasure of the Host Agency or Agencies.

vii. Principal Office. The principal office of the JPA shall be housed at the site the Host Agency or Agencies, as determined by the Board of Directors.

SECTION 10: AGENCY LIABILITY

The JPA shall be solely liable for all debts or obligations incurred by the JPA. The JPA shall maintain insurance coverage on its activities as determined by the Governing Board to be necessary and adequate.

SECTION 11: TREASURER RESPONSIBILITIES

The Treasurer shall have custody of and disburse the JPA's funds and property. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements below.

a. The Treasurer shall:

- i. Receive and acknowledge receipt for all funds of the JPA and place them in the treasury of the Treasurer to the credit of the JPA.
- ii. Be responsible upon his or her official bond for the safekeeping and disbursement of all JPA funds so held by him or her.
- iii. Pay any sums due from the JPA, as approved for payment by the Host Agency or by anybody or person to whom the Governing Board has delegated approval authority, making such payments from JPA funds upon warrants drawn by the Treasurer-Auditor.
- iv. All warrants of the JPA shall be signed by two persons as designated by the Board; provided, however, that the Board may, by resolution, authorize interest accounts for expenditures of funds in limited amounts for which only one authorized signatory shall be required on the instrument.
- v. Verify and report in writing to the JPA and to Associate Member Agencies, as of the first day of each quarter of the fiscal year, the amount of money then held for the JPA, the amount of receipts since the last report, and the amount paid out since the last report.

SECTION 12: GENERAL COUNSEL AND LEGAL BUDGET

a. Legal Counsel. General counsel for the JPA shall be Fagen Friedman & Fulfrust ("General Counsel").

b. Legal Services. General Counsel shall report to the Board of Directors. Counsel shall provide legal services and other requested additional services to the JPA, including the following:

- i. JPA formation and regulatory compliance.
- ii. Preparation and review of all product and service RFPs and contracts.
- iii. Compliance of all digital product and service offerings with all federal and state privacy laws.

- iv. Compliance of digital product and service offerings with federal and state procurement laws.
- v. Obtaining and maintaining trademarks and copyrights.
- vi. Representation in all commercial disputes arising from the operation of the JPA.
- vii. Employee and personnel law
- viii. Governance issues, including the Brown Act.

c. Other Services. General Counsel shall provide the following additional services, as requested:

- i. Marketing and Communication Services
- ii. If requested, assistance in the development of the JPA website
- iii. As needed, administrative services.

d. Development of Legal Budget. Legal services shall have a yearly budget, in an amount conforming with Attachment "A", hereto, and as part of the preparation of the Annual Budget, as set forth in Section 13(a), below. Each year, commencing June 30, 2019, General Counsel shall prepare a Report summarizing the legal activities of General Counsel for the previous year. The Report will also contain a budget and plan of activities for the following year. The Board shall review and approve the Report.

SECTION 13: ACCOUNTS AND RECORDS

a. Annual Budget. The JPA shall adopt an annual budget, which shall include a separate budget for each coverage program under development or adopted and implemented by the JPA. The Host Agency or Agencies shall cause to be prepared, shall review and approve and shall recommend a proposed annual budget to the Board of Directors for its consideration. In the event a proposed budget is not approved, the JPA shall continue to operate using the budget figures from the previous fiscal year.

b. Funds and Accounts. As directed by the Host Agency or Agencies, the Treasurer of the JPA shall establish and maintain such funds and accounts as may be required by law and good accounting practices. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by the JPA. Books and records of the JPA in the hands of the Treasurer shall be open to inspection at all reasonable times by authorized representatives of Associate Member Agencies. A quarterly unaudited financial statement will be available upon request to all Associate Member Agencies. The JPA shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

c. Treasurer's Report. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and make such report available upon request to each Associate Member Agency.

d. Annual Audit. Pursuant to Government Code Section 6505, the JPA shall contract with an independent certified public accountant to make an annual fiscal year audit of all accounts and financial statements of the JPA, conforming in all respects with the requirements of that section.

A report of the audit shall be filed as a public record with the County Auditor of each California Associate Member Agency within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the JPA.

SECTION 14: TERM OF AGREEMENT

Subject to the power to terminate any Member Agency's membership in the JPA, as provided for in this Agreement, this Agreement shall continue indefinitely, and it shall not be terminated so long as two or more Founding Member Agencies agree that the Agreement, and the JPA, be continued.

SECTION 15: DISSOLUTION/WITHDRAWAL

a. Dissolution. This Agreement has no fixed timeframe and the Founding Member Agencies may dissolve the JPA when it no longer serves their interests. Upon the dissolution of the JPA or other final termination of the Agreement, any properties of the JPA shall be liquidated and the funds received, together with other funds on hand, shall be used first to discharge all obligations of the JPA. These obligations shall include all claims for which the JPA may have financial responsibility including claims which have been incurred but not reported, and shall be determined by independent accountants and actuaries selected by the Governing Board, or the Host Agency or Agencies, if the Governing Board delegates such duties. Any surplus funds remaining after payment of or providing for the JPA's obligations shall be returned to present and former Founding Member Agencies in proportion to contributions made and claims or losses paid.

b. Withdrawal. Any member of the JPA may withdraw from its status as a member and party to the JPA and party to this Agreement by giving notice in writing to the Board prior to January 1st of any fiscal year. Upon the withdrawal of any member, the Board of Directors shall establish a reserve account for all agency expenses and liabilities against the withdrawing member arising out of facts occurring while the withdrawing member was a member of the JPA, but submitted after said member has withdrawn from the same. In no event shall the withdrawing member be entitled to revenue obtained by the JPA after the last date of the fiscal year in which the member withdrew.

SECTION 16: ADDITION OF OTHER AGENCIES

Other agencies who request membership in the JPA as Founding Members may be added by a majority vote of the Board of Directors and upon Amendment to the Agreement. The Board of Directors will endeavor to add members from agencies outside of California as the develops and expands to serve such members.

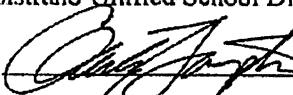
Any Public Agency may, with the approval of the Board of Directors, become an Associate Member of the JPA by executing and delivering to the JPA an Associate Membership Agreement and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the JPA.

SECTION 17: GENERAL PROVISIONS

- a. Amendment. This Agreement may be amended at any time by a 3/4 majority vote of the Board of Directors.
- b. Severability. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.
- c. Approval and Effective Date of Agreement. This Agreement shall be effective upon the approval of the Agreement the governing board of at least two listed members.
- d. Filing with Secretary of State. The President of the JPA shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.
- e. Complete Agreement. The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in this instrument.
- f. Contract with Each Signatory. Each party to this Agreement shall be deemed and is a contracting party with each and all of the other parties to this Agreement without regard to the time that a party became a party to the Agreement. The deletion of one or more parties from this Agreement shall not affect the validity, term or continuing effectiveness of this Agreement.

IN WITNESS THEREOF, each of the following agencies has caused this Agreement to be executed pursuant to a resolution adopted by its elected governing body.

Capistrano Unified School District

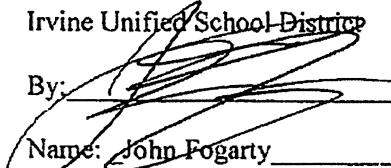
By: 

Name: Clark Hampton

Date: March 10, 2020

Title: Deputy Superintendent

Irvine Unified School District

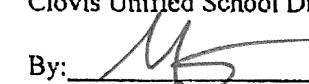
By: 

Name: John Fogarty

Date: March 2, 2020

Title: Asst Supt Business Services

Clovis Unified School District

By: 

Name: M.S.

Date: 6/3/20

Name: Michael Johnston

Title: Associate Supt, Admin Services

Fullerton School District

By: J. Davis

Name: Jeremy Davis

Date: May 15, 2020

Title: ASSISTANT Supt

General Counsel for Ed Tech JPA

By: Mark S. Williams

Name: Mark S. Williams

Date: June 11, 2020

Title: Attorney

ATTACHMENT "A"
(Legal and Administrative Budget for General Counsel)

1. Commencing June 30, 2019 and continuing each year thereafter for a period of five (5) years, the legal budget and expenditures by General Counsel in a given year shall not be less than one percent (1%) and no more than two percent (2%) of the gross revenues of the JPA in the fiscal year in which they are incurred. The fees paid shall also reimburse the General Counsel for the legal costs of forming and initiating activities for the JPA. The fees thereafter shall be based on budgets established by the parties.
2. The fees stated in paragraph 1, above shall be exclusive of any fees administrative fees or additional services performed by General Counsel or related entity and independent of their General Counsel duties

ATTACHMENT "B"
Founding Member Joinder Agreement

This Founding Member Joinder Agreement is effective as of October 30, 2019, by and among the undersigned El Dorado County Office of Education (hereinafter referred to as "New Founding Member"), whose address is listed on the signature page hereto, and the parties to that certain Joint Powers Authority Agreement dated January 7, 2019, and later modification dated April 8, 2019.

Pursuant to, and in accordance with, Section 6(b) of the Joint Powers Authority Agreement, the New Founding Member hereby acknowledges that such New Founding Member has received and reviewed a complete copy of the Joint Powers Authority Agreement and its Bylaws and agrees that upon execution of this Joinder, such Person shall become a party to the Joint Powers Authority Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Joint Powers Authority Agreement as though an original party thereto.

El Dorado County Office of Education

By: J. M. M. [Signature]

Date: 10/23/19

Name: De Ed M. M. M. [Signature]

Title: Joint Powers Authority
of Schools, El Dorado County

Ed Tech JPA President

By: BFD

Date: 3/3/20

Name: Brinnette Ford

Title: President

ATTACHMENT "C"
Founding Member Joinder Agreement

This Founding Member Joinder Agreement is effective as of August 25, 2020, by and among the undersigned San Juan Unified School District (hereinafter referred to as "New Founding Member"), whose address is listed on the signature page hereto, and the parties to that certain Joint Powers Authority Agreement dated January 7, 2019, and later modification dated April 8, 2019.

Pursuant to, and in accordance with, Section 6(b) of the Joint Powers Authority Agreement, the New Founding Member hereby acknowledges that such New Founding Member has received and reviewed a complete copy of the Joint Powers Authority Agreement and its Bylaws and agrees that upon execution of this Joinder, such Person shall become a party to the Joint Powers Authority Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Joint Powers Authority Agreement as though an original party thereto.

San Juan Unified School District
3738 Walnut Avenue, Carmichael, CA 95608

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

Education Technology Joint Powers Authority
Procurement Address: 5050 Barranca Parkway, Irvine, CA 92604
Business Address: 1450 Herndon Avenue, Clovis, CA 93611

By: _____ Date: _____
Name: Brianne Ford Title: President

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BYLAWS

I. NAME.

The name of this organization shall be the Education Technology Joint Powers Authority (hereinafter referred to as "JPA").

II. PURPOSE.

The JPA's primary purpose shall be to leverage the buying power of multiple entities to provide legally compliant and economically priced digital education products and services to its members. The JPA will collect a fee from the sale of such products and services to its members and that fee will be used to pay for the cost of running the JPA ("Administrative Fee"). The JPA will perform primary administrative and governance tasks necessary to provide legally compliant and economically priced digital products and services to its members. The JPA is committed to building capacity in its membership and may provide additional training and support as priorities are determined by the JPA board. The JPA shall provide those programs and services which are determined, pursuant to Article V, Section F, Subd. 14, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

III. BOARD JPA.

A. Controlling Authority. The Board will operate within its legal authority, as specified in the Constitution of the State of California, the laws of the State of California, chiefly the Education Code and joint exercise of powers provisions of the Government Code, and the Rules and Regulations of the State Board of Education as contained in the California Administrative Code Title V, Education. The control of the JPA is vested in the Board. (Education Code Sections 35100-35351, Governing Boards; Government Code Sections 6500-6539, The Joint Exercise of Powers Act.)

B. General Powers. The Board and the JPA have the power to exercise any power common to its members in furtherance of the functions and objectives set forth in the Joint Powers Agreement to the full extent of the law. Included in those duties and powers is the right to: make and enter contracts, employ agents and employees, direct the work of its employees; determine the method, means and services to be provided; determine the staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of the JPA operation; build, move, or modify the facilities; develop a budget; determine the methods of raising revenue; and contract out work. In addition, the Board has the right to evaluate, hire, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.

IV. Membership and Participation.

A. Founding Membership. Founding Membership in the JPA shall be limited to public school districts, cities, counties, and other governmental units. There will be no less than two (2) and no more than seven (7) founding members ("Founding Members"). The Founding Members shall be the original signatories to the Joint Powers Agreement.

- 1) Founding Members shall nominate one (1) person to serve on the JPA's Board of Directors, and one (1) alternate to serve in the Board Member's absence.
- 2) Only Founding Members are responsible for any proportionate share of expenses and entitled asset distributions, as may annually be allowed or assessed by the JPA's Board of Directors.
- 3) Founding Members shall pay a fee of \$10,000 upon initial acceptance as a Founding Member of the JPA. This initial fee and any other contribution or assessment made by the Founding Member shall be repaid by the revenues generated by the JPA and at such time as the Board may determine. This fee shall also be recoverable, if not already repaid, upon withdrawal from the JPA, pursuant to paragraph E of this Article, below.
- 4) In the event Ed Tech JPA incurs any extraordinary or unanticipated costs, including, but not limited to, legal fees and/or litigation expenses, the Founding Members may be assessed a fee or fees as determined by a majority vote of the Board necessary to pay such extraordinary or unanticipated costs.
- 5) Founding Members may be located outside of the State of California

B. Associate Membership. Associate Membership shall be available to public school districts, charter schools, cities, counties, and other governmental units to the extent allowed by law.

- 1) Associate members shall be entitled to participate in the JPA's digital purchase program and other services and programs offered by the JPA.
- 2) Associate Members shall not be permitted to nominate any of their governing board members to serve on the JPA's Board of Directors.
- 3) Associate Members are not responsible for any proportionate share of expenses or entitled to asset distributions.
- 4) Associate Members are not entitled to any voting privileges on JPA matters.
- 5) Associate Members shall be required to pay Membership Dues, if any, assessed by the Board of Directors.
- 6) Associate members may be located outside of the State of California

C. Initiating Membership. In order to become a member of the JPA, the potential Founding Member or Associate Member must follow the process identified below. The JPA reserves the right to deny membership to any potential member, for any reason.

- 1) **Associate Membership Application.** Any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA as an Associate Member. The Associate Member candidate must fill out and submit a membership application and deliver a copy of the duly authorized and executed Associate Member Agreement to the JPA. By signing the Associate Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws. Once submitted and approved by the JPA, the applicant will become an Associate Member. Participation in programs and services provided by the JPA shall be discretionary.
- 2) **Founding Membership Application.** Founding Members may be added by a majority vote of the Governing Board, up to the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must fill out and submit a founding membership application to the JPA. If approved by the

Governing Board, the Founding Member must deliver a copy of the duly authorized and executed Joint Powers Authority Agreement (Ed Tech JPA), also known as the Founding Member Agreement, and the fee as set forth in Article IV, Section A, above. By signing the Founding Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws and to also pay fees as required by the JPA's Board of Directors. All Founding Members shall be subject to the provisions of paragraph A of this Article, above.

D. Correspondent Members. In states that do not have Joint Powers Authorities, school districts and other local education agencies may apply to join the JPA as an Associate Member and have such additional duties and privileges as the Board may designate.

E. Withdrawal from Founding Membership. A Founding Member may elect to withdraw its membership from the JPA by a majority vote of its full governing board and upon compliance with its Membership Agreement with the JPA. The withdrawal shall be effective on June 30 following the JPA's written receipt of the Founding Member's withdrawal. Notwithstanding the withdrawal, the proportionate share of any expenses already certified to the withdrawing member for the JPA shall be paid to the JPA. The terms of withdrawal from the JPA shall be governed by Government Code §§ 6522-6512. The withdrawing member shall not be eligible to receive program funds or any revenue shares arising or distributed in the fiscal years commencing after the effective date of withdrawal.

F. Removal of Founding Member. A Founding Member may be removed by a super majority (defined as "majority, plus one") vote of the Board of Directors. The Founding Member subject to removal shall abstain from the vote. The removal shall be effective immediately following the vote. The removed member shall not be eligible to receive program funds or any revenue shares arising or distributed after the effective date of removal. The removed Founding Member's initial fee may be recoverable, if not already repaid, subject to majority approval of the Board.

G. Dissolution of JPA. Founding Members may dissolve the JPA by a super majority vote of the Board of Directors. Upon the dissolution of the JPA or other final termination of the Agreement, any properties of the JPA shall be liquidated and the funds received, together with other funds on hand, shall be used first to discharge all obligations of the JPA. These obligations shall include all claims for which the JPA may have financial responsibility, including claims which have been incurred but not reported, and shall be determined by independent accountants and actuaries selected by the Board of Directors, or the Administrative Unit(s), if the Board of Directors delegates such duties. Any surplus funds remaining after payment for the JPA's obligations shall be returned to present Founding Member Agencies in proportion to contributions made and claims or losses paid.

H. Expansion of Founding Membership. The Founding Membership may be expanded beyond the initial seven (7) founding members upon unanimous, minus one, vote of the Board.

V. ORGANIZATION AND PROCEDURE OF THE BOARD

A. Board of Directors. The care, management, and control of the JPA shall be vested in a Board of Directors composed of no less than two (2) members, and no more than

seven (7) members, unless otherwise approved by the Board pursuant to Article IV, Section H, above.

B. Terms. Each Founding Member shall be entitled to place one (1) member on the Board of Directors. Such appointment shall be made by the Founding Member's Superintendent or governing board. The Founding Member's Board may appoint a designee to serve in the temporary absence of the Board Member. The term of the Board Member shall be for four (4) years. The Board Member may have additional terms at the discretion of the Founding Member's governing board.

C. Revenue. Upon satisfaction of all debts and liabilities in a given fiscal year, and after initial Founding Member contributions have been reimbursed, if the JPA is operating at net gain, each of the Founding Members may receive a fee/revenue sharing/disbursement, as determined by the Board, but no greater than .5% of the net revenue, or \$100,000, whichever is less, in a given fiscal year. The maximum threshold amount shall be adjusted for inflation according to the COLA every year. Founding Members serving as an Administrative Unit(s) as set forth in Article V, Section F, subd. 10, shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors. The Board has discretion to reimburse Founding Members for Administrative Fees resulting from the purchases made pursuant to Master Agreements wherein it acted as the initiating agency. Compensation for Host Agency duties shall be superior to Founding Member revenue disbursements identified in this Section.

D. Organization. The Board of Directors of the JPA shall meet following the election each year and organize by electing a President and a Vice-President. The Board of Directors shall appoint a Secretary and a Treasurer. The Board member appointed by the agency serving as the Administrative Unit overseeing financial activities as described in Article V, Section F, subd. 10, *Administrative Units*, shall be appointed as Treasurer. The Board of Directors shall also conduct any other necessary organizational business, including appointing such other officers as it considers necessary.

- 1) **At-Large Board Members.** The JPA's Board of Directors may, at its discretion, appoint up to three (3) members, including Associate or Correspondent Members, to the JPA's Board as ex-officio, non-voting members of the Board and shall encourage the advisory participation of a cross-section of government agency personnel within the JPA to the extent allowed by law.

E. Legal Address. The legal address of the Board shall be Clovis Unified School District Office, 1450 Herndon Avenue, Clovis, CA 93611. The procurement address of the JPA shall be Irvine Unified School District, 5050 Barranca Parkway, Irvine, CA 92604.

F. Duties and Powers of the Board. The JPA's Board of Directors shall have the authority to maintain and operate the JPA. Subject to the availability of necessary resources, included among the powers and duties of this Board are:

- 1) **Meeting.** The Board of Directors shall submit an annual evaluation report of the effectiveness of programs and services and an annual plan which describes the objectives and procedures to be implemented in assisting with the resolution of the needs of the JPA's membership.

- 2) **Facilities.** The Board of Directors shall have the JPA provide adequate office, service center and administrative facilities by lease, purchase, gift, or otherwise.
- 3) **Staff.** The Board of Directors is authorized to employ central administrative staff and other personnel as necessary to provide and support the agreed upon programs and services. The Board may discharge staff and personnel pursuant to provisions of law applicable to the employing agency for in-kind services provided by JPA members, and if a direct employee of the JPA, by provisions of law applicable California public school districts. The Board shall allow the JPA staff and personnel to participate in retirement programs and any other programs available to public school staff and personnel.
- 4) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA. Legal Counsel shall serve at the will and pleasure of the Board of Directors.
- 5) **Contracts.** The Board of Directors is authorized to enter into contracts to assist in the furtherance of the JPA's goals and objectives, including with independent contractors and consultants, and school boards of local education agencies, including school districts outside the JPA's state.
- 6) **Programs and Services.** The Board of Directors is authorized to enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services.
- 7) **Governance.** The Board of Directors shall exercise all powers and carry out all duties delegated to it by members under provisions of the JPA's by-laws. The JPA's Board of Directors shall be governed, when not otherwise provided, by applicable laws of the state of California.
- 8) **Agency Relationships.** The Board of Directors may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public agencies, business, and industry and may appoint special advisory committees representative of these partners.
- 9) **Executive Committee.** The Board of Directors may establish an Executive Committee which is hereby empowered to exercise all the powers of the Board of Directors except as otherwise specifically proscribed in these Bylaws, during times when the Board of Directors does not meet or is unable to convene a meeting. Actions requiring a supermajority vote of the Board of Directors require a supermajority vote of the Executive Committee. All other actions require a vote of the majority of the committee. The Board President shall nominate the initial members of the Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.
- 10) **Administrative Unit(s).** The administration of the JPA shall be provided by no less than one (1), and no more than four (4), Host Agencies, to be designated by the Board of Directors. An Administrative Unit(s) must be a Founding Member. The duties of each Administrative Unit(s) shall be discharged by that District's Chief Technology Officer, Chief

Business Official, or person with equivalent duties and background, who shall also serve as a member of the Board. The Administrative Unit(s) shall be charged with carrying out the purposes of the JPA, including, but not limited to: 1) procurement activities such as: preparing requests for proposal and negotiating agreements with technology providers; development and maintenance of digital contract registries; administration of professional development programs for member agencies; and creation of technology centers for the benefit of member agencies; and 2) financial activities such as: establishing a fund with the county treasurer; developing an annual budget; receiving income and processing expenditures; acting as the treasurer for the JPA, including updating the Board, preparing financial statements and contracting with an independent auditor; serving as the employer of record for JPA employees, including the performance of human resources and payroll functions. Administrative Units may be established for purposes not enumerated in this Section. In the event the Administrative Unit(s) cannot, to the satisfaction of the Board, fulfill the duties prescribed by the Board, the duties of the Administrative Unit(s) shall be transferred to another Founding Member. Administrative Unit(s) shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors.

- 11) **Executive Director(s).** When the affairs and activities of the JPA so warrant, the Board of Directors shall appoint an Executive Director and such number of other personnel as may be deemed necessary. The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation and disability leave. The JPA's Executive Director(s) shall, under the direction of the Board of Directors, exercise the following powers and duties:
- a. Act as secretary and executive officer of the Board.
 - b. Attend all regular and special meetings of the JPA Board when so required by the Board and advise the Board of all questions under consideration.
 - c. Serve as ex-officio member of all advisory committees or councils appointed by the Board.
 - d. Provide for the keeping of minutes of the regular Board meetings, recording all proceedings and official actions and keeping such records as may be necessary.
 - e. Act for the JPA's Board as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof.
 - f. Prepare and present the business to be acted upon at meetings of the Board. The Executive Director(s) is authorized to enter into all associate membership agreements and to extend annual renewals for Contracts pending Board consideration. The Executive Director(s) is authorized to solicit and award all competitively solicited awards (without limits) in categories called for by the Board.
 - g. Maintain supervisory custody of the funds of the Board.
 - h. The Executive Director(s) shall write drafts against the JPA funds only for expenditures properly approved by the Board of Directors. The Executive Director(s) shall be bonded by the Board and make financial records of the Board available at all times and submit them annually for audit. The Executive Director(s) shall prepare and submit an itemized budget for approval by the JPA Board. The Executive Director(s) shall endeavor to promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard-copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types

- of public service and to suggest needed changes and improvements identified by member government agencies.
- i. Act for the JPA's Board as the legal representative for State and Federal Programs.
- 12) **Staff.** Staff shall serve at the will and pleasure of the Administrative Unit(s) or Agencies, subject to review and consideration by the Board.
- 13) **Committees.** The Board of Directors may select advisory councils or committees to give advice and counsel to the Board. The councils or committees may be composed of representatives from public and nonpublic schools, cities, counties, and other governmental units, as well as representatives from business partners.
- 14) **Annual Plan.** The Board of Directors shall submit annually a plan to the members. The plan shall identify the programs and services which are suggested by the JPA for implementation during the following year and shall contain components of long-range planning determined by the JPA. These programs and services may include, but are not limited to, the following areas:
- a. Administrative services;
 - b. Curriculum development;
 - c. Data processing;
 - d. Distance learning and other telecommunication services;
 - e. Evaluation and research;
 - f. Staff development;
 - g. Media and technology centers;
 - h. Publication and dissemination of materials;
 - i. Pupil personnel services;
 - j. Planning;
 - k. Secondary, post-secondary, community, adult, and adult vocational education;
 - l. Teaching and learning services, including services for students with special talents and special needs;
 - m. Employee personnel services; and
 - n. Purchase of equipment and services to accomplish the purposes set out above.

G. Financial Support. Financial support for the JPA programs and services shall be primarily derived from revenue generated from services provided by the JPA. The JPA may receive private, state, and federal financial support supplementing as available. No Founding Member shall have any additional liability for the debts or obligations of the JPA except the initial contribution and any other liability the Founding Member assumes under these by-laws. Associate Members shall have no liability to the JPA. Associate Members' financial support to the JPA shall be derived from any Membership Dues and the Administrative Fees earned by and paid to the JPA. Any contribution by a Founding Member may be repaid, at the discretion of the Board, from the revenues obtained by the JPA.

H. Ownership of Property. Any property acquired by the JPA's Board of Directors is public property to be used for essential public and governmental purposes which shall be exempt from all taxes and special assessments levied by a city, county, state, or

political subdivision thereof. If the JPA is dissolved, its property shall be distributed to the members at the time of dissolution.

I. Legal Action. The Board of Directors may prosecute in its name and defend or settle any action brought by or against it.

J. Public Corporation. The JPA is a public corporation and agency and its Board of Directors may make application for, accept, and expend private, state, and federal funds that are available for programs of the members. As a public corporation, no earnings or interest of the JPA may inure to the benefit of an individual or private entity.

K. Fees. The Board of Directors may make reasonable charges for its services rendered to members. The Board of Directors may also approve the use of administrative fees for purposes allowed by California law.

L. Insurance. The Board of Directors may procure insurance against liability of the Board and of its officers and employees for damages resulting from wrongful acts and omissions of the members, the Board, and its officers and employees, whether the acts or omissions relate to governmental or proprietary functions of the Board.

VI. MEETINGS AND MINUTES OF PROCEEDINGS

A. Meetings. The Board of Directors shall meet as it considers necessary, and hold at least three (3) regular meetings annually. The Board of Directors shall meet at the call of the President or any two (2) members of the Board.

- 1) An electronic agenda shall be sent to each member at least three (3) days prior to the regular meeting of the Board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.
- 2) A quorum at any meeting of members of the Board shall consist of a majority of the elected Board of Directors.
- 3) The order of business at the board meetings shall be as follows:
 - a. Determination of a quorum and call to order.
 - b. Approval of minutes of previous meeting.
 - c. Public Comment
 - d. Approval of Agenda
 - e. Acceptance of Treasurer's report and approval of expenditures.
 - f. Consent Agenda.
 - g. Unfinished and old business.
 - h. New business.
 - i. Personnel Items.
 - j. Reports of the Executive Director and any special committees or advisory councils.
 - k. Presentation of written communications.
 - l. Adjournment.
- 4) The meetings of the Board at which official action is taken shall be public meetings and no person shall be excluded therefrom.

B. Posting of Meeting Minutes. The JPA Board of Directors meeting minutes shall be posted to the JPA's website. The minutes of the preceding meeting shall be reviewed, corrected if necessary, and a copy of all motions and the names of the person making and seconding motions shall be recorded. There shall be a recorded vote if the vote is not unanimous.

C. Official Newspaper. The Board designates the JPA website as its official newspaper.

VII. RULE OF ORDER, AD HOC COMMITTEE, FISCAL YEAR

A. Rules of Order. The rules of parliamentary procedure in the latest edition of Robert's Revised Rules of Order shall govern the Board and advisory committees and councils in their deliberations in all matters except as otherwise provided in these by-laws. Rules may be amended at any meeting by a majority vote. The order of business may be suspended at any meeting by mutual agreement or by a majority vote.

B. Ad Hoc Committees. The Board of Directors shall authorize such ad hoc Committees as are deemed necessary. An ad hoc Committee shall report to the Board and shall be dissolved when its report is accepted by the Board.

C. Fiscal Year. The fiscal year shall commence on July 1 and end on June 30 of each year. The Board of Directors shall employ qualified accountants for the purpose of conducting an annual post-audit upon the books and records of the Board of Directors. The regulations appropriated to public school districts shall govern audit procedures.

VIII. AMENDMENTS

These Bylaws may be amended by the affirmative vote of a super majority of the Founding Members present at a duly noticed meeting, provided that the substance of the proposed amendments shall have been submitted in writing to each member at least ten (10) days prior to such vote.

Brianne Ford, President 6/3/19

Jeremy Davis, Secretary Date
20-41/4479655.1

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

AGENDA ITEM: I-4

MEETING DATE: 08/25/2020

SUBJECT: Intent to Convey Easement at
San Juan High School

CHECK ONE:

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

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending the board adopt Resolution No. 3006 declaring the intent to convey a permanent easement at San Juan High School to the Citrus Heights Water District and to call a public hearing to be held on September 8, 2020.

RATIONALE/BACKGROUND:

The Citrus Heights Water District is requesting the granting of a permanent easement at San Juan High School. This easement is necessary for the purpose of construction, reconstruction, installation, replacement, removal, repair, alteration, operation, maintenance, inspection and use, of a ten-foot high concrete wall within the easement area and through that certain real property in the City of Citrus Heights, County of Sacramento, State of California, bounded and described as follows in the attached.

ATTACHMENT(S):

A: Resolution No. 3006

B: Citrus Heights Water District Proposed Easement

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

FISCAL IMPACT:

Current Budget: \$N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY:

Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation 

APPROVED BY:

Kent Kern, Superintendent of Schools 

RESOLUTION NO. 3006
RESOLUTION BEFORE THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION TO SIGN A RESOLUTION
 (Intent To Convey an Easement)

WHEREAS, section 17556, et seq. of the Education Code authorizes the San Juan Unified School District (“District”) to dedicate or convey an easement/real property to municipal corporations for public streets or highways and to a public corporation, to lay, construct, reconstruct, maintain and operate water, sewer, gas, or storm drain facilities or ditches, electric or telephone lines, and access roads used in connection therewith, either with or without consideration and without a vote of the electors of the District being taken;

WHEREAS, the District desires to dedicate a permanent easement for access and maintenance to the Citrus Heights Water District for the purpose of construction, reconstruction, installation, replacement, removal, repair, alteration, operation, maintenance, inspection and use, of a ten-foot high concrete wall within the easement area and through that certain real property in the City of Citrus Heights, County of Sacramento, State of California, at San Juan High School, located at 7551 Greenback Lane, Citrus Heights, CA 95610. The proposed easement is specifically described in **Exhibit “A”** attached hereto and incorporated herein by the reference (hereinafter referred to as the “Easement”); and

WHEREAS, the District desires to give notice of its intent to dedicate to the Citrus Heights Water District the Easement described above and to call a public hearing in connection therewith.

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

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

Section 2. The District declares its intent to dedicate and convey the Easement to the Citrus Heights Water District, as described and depicted in **Exhibit “A”** for the purposes set forth in the Grant of Easement Document attached hereforth.

Section 3. The Superintendent or a designee thereof is hereby directed to give notice that on September 8, 2020 at 6:30 p.m. or as soon thereafter as practicable, at the District Board Room, located at 3738 Walnut Avenue, Carmichael, CA, the board will hold a public hearing on the question of making the conveyance of the Easement to the Citrus Heights Water District. The public hearing shall be held during a regularly scheduled public meeting of the board. Notice of the public hearing shall be given by posting copies of this resolution, signed by the majority of the board, in three public places within the District at least ten (10) days prior to the hearing, and by publishing the notice once in a newspaper of general circulation in the District, at least five (5) days prior to the hearing. At the time and place of the hearing, if no legal protest is entered, the board may adopt a resolution by a two-thirds vote of all its members authorizing and directing the conveyance of the Easement to the Citrus Heights Water District.

The foregoing resolution was adopted by the Governing Board of the San Juan Unified School District at a meeting of the board on August 25, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Paula Villescaz, President
 San Juan Unified School District
 Board of Education**

Attest:

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

RECORDING REQUESTED BY:
CITRUS HEIGHTS WATER DISTRICT,
 a California irrigation district

**No fee document per
 Government Code § 6103**

WHEN RECORDED MAIL TO:

Citrus Heights Water District
 Attn: General Manager
 6230 Sylvan Road
 Citrus Heights, CA 95610

This space above for Recorder's Use Only

GRANT OF EASEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SAN JUAN UNIFIED SCHOOL DISTRICT ("San Juan"), hereby grants and conveys a permanent easement (the "Easement") in, on, over and across a portion of certain real property located in the County of Sacramento, City of Citrus Heights, commonly known as Assessor's Parcel No. _____(the "Property"), which Easement is more particularly described in Exhibit A and depicted on Exhibit B attached hereto (the "Easement Area") to CITRUS HEIGHTS WATER DISTRICT, a California irrigation district ("CHWD"), for the purpose of construction, reconstruction, installation, replacement, removal, repair, alteration, operation, maintenance, inspection and use, of a ten-foot high concrete wall ("Wall") within the Easement Area, and for ingress and egress in connection with the exercise of any of the foregoing rights subject to all of the terms and conditions hereof.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, San Juan further hereby grants and conveys a temporary and non-exclusive construction easement and right-of-way (the "Temporary Construction Easement") in, on, over and across that certain portion of the Property more fully described and depicted in Exhibit C attached hereto for the purposes of (i) allowing all activities as may be necessary to facilitate the purposes of the Easement and (ii) construction of the Wall

TERMS AND CONDITIONS

1. The Easement includes: (i) the right to access, construct inspect, alter, remove, replace, reconstruct and repair the Wall, in, on, over and across the Easement Area; (ii) the right of ingress and egress, from the Easement Area herein described, across the Property for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with San Juan's reasonable and necessary use of the Property; (iii) the right to temporarily deposit tools, implements and material thereon while exercise the repair and maintenance rights granted herein; and (iv) the right to trim, cut, remove, or clear away any trees, brush, or other vegetation or flora, including the roots thereof. The rights granted herein are for the benefit of CHWD, its officers, agents, employees, its successors

or assigns, or by any contractor, its agents or employees, engaged by CHWD, or its successors or assigns, whenever and wherever necessary for the purposes above set forth. San Juan shall not excavate, construct or install any structure, improvement, or private utilities, over, across or upon the Easement Area, obstruct the Easement Area or otherwise impede in any way the purpose of this Easement.

2. The Temporary Construction Easement includes: the right to (i) perform all activities as may be necessary to facilitate the purposes of the Easement and Temporary Construction Easement; (ii) have access to, ingress to, and egress from the Easement Area and Temporary Construction Easement; (iii) use and temporarily place and operate tools, equipment, machinery, and materials on the Easement Area and Temporary Construction Easement; and (iv) trim, cut, remove, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area and Temporary Construction Easement. The rights granted herein are for the benefit of CHWD, its officers, agents, employees, its successors or assigns, or by any contractor, its agents or employees, engaged by CHWD, or its successors or assigns, whenever and wherever necessary for the purposes above set forth.

3. San Juan reserves the rights and incidents of ownership of the underlying fee interest in the Property, provided that such incidents of ownership shall not hinder, conflict or interfere with, or otherwise frustrate the exercise of CHWD's rights hereunder.

4. The Wall and any CHWD appurtenances shall at all times remain the property of CHWD notwithstanding the same may be annexed or affixed to the Property, and shall at any time and from time to time be removable, in whole or in part, by CHWD, its successors and assigns.

5. CHWD shall have the further right to retain the Wall in and at its existing location for the duration of the Easement, i.e., the location thereof as provided herein and as constructed by CHWD, without being required by San Juan to relocate the Wall in connection with any surface or subsurface work or improvement. CHWD may further construct and maintain such other improvements within the Easement Area adjoining its adjacent real property as it wishes. San Juan shall indemnify and hold CHWD harmless for any damage to the Wall or any of CHWD's improvements or appurtenances located within the Easement Area or Temporary Construction Easement which are damaged due to the willful or negligent acts or omissions of San Juan.

6. CHWD shall use due care in the construction, operation and maintenance of the Wall, and all fixtures and appurtenances located within the Easement Area.

7. The Easement shall run with the land and be binding upon the San Juan, and assigns or successors in interest to the Property described above in perpetuity and shall not expire. The Temporary Construction Easement shall terminate upon completion of the initial construction of the Wall and be evidenced by written notice by CHWD to San Juan.

IN WITNESS WHEREOF, San Juan has caused this instrument to be executed this ____ day of _____, 2020.

SAN JUAN:

SAN JUAN UNIFIED SCHOOL DISTRICT

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

CHWD:

CITRUS HEIGHTS WATER DISTRICT, a
California irrigation district

By: _____
Hilary Straus
General Manager
Date: _____

EXHIBIT A
LEGAL DESCRIPTION
WALL EASEMENT

BEING A PORTION OF THE PARCEL DESCRIBED IN DOCUMENT 196711130000 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND BEING WITHIN LOT 4A AND LOT 4B OF MAPS IN BOOK 12 AT PAGE 2 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

BEGINNING AT A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND RECORDED IN DOCUMENT 10068700002 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA; SAID POINT OF BEGINNING BEARS NORTH 89°56'30" WEST 126.00 FEET FROM THE NORTHEAST CORNER OF SAID DOCUMENT 10068700002.

THENCE FROM THE SAID POINT OF BEGINNING THE FOLLOWING SIX (6) COURSES:

1. ALONG THE NORTH LINE OF SAID DOCUMENT 10068700002 NORTH 89°56'30" WEST 8.00 FEET TO AN ANGLE POINT ON THE WEST LINE OF AFORESAID DOCUMENT 196711130000;
2. ALONG SAID WEST LINE OF DOCUMENT 196711130000 NORTH 00°57'20" EAST 225.02 FEET;
3. NORTH 00°17'30" EAST 85.00 FEET;
4. LEAVING AFORESAID WEST LINE SOUTH 89°42'30" EAST 8.00 FEET;
5. SOUTH 00°17'30" WEST 85.05 FEET;
6. SOUTH 00°57'20" WEST 224.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2480.04 SQUARE FEET OR 0.06 ACRES +/-

THE BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT CERTAIN MAP IN BOOK 12 AT PAGE 2 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762
MAY 2020

NORTH LINE LOT 4A
12 MAPS 2

10' DRAINAGE ESMT
PER 720921 O.R. 114
A.P.N:
243-0180-
046
DOC.
7311140603

S0°17'30"W
85.05'
N0°17'30"E
85.00'

10' DRAINAGE ESMT
PER 720919 O.R. 569

CITRUS HEIGHTS WATER DISTRICT
APN 243-0180-052
DOC-1797149005

SAN JUAN UNIFIED SCHOOL DISTRICT
APN 243-0170-006
DOC-6711130000

S0°57'20"W
224.94'

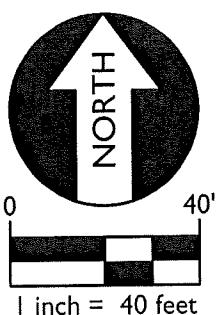
N0°57'20"E
225.02'

POINT OF COMMENCEMENT
(TIE)
N89°56'30"W
126.00'

N89°56'30"W
8.00'

APN 243-0180-010
DOC-0910140241

APN 243-0180-012
DOC-10068700002



WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, SUITE 110
EL DORADO HILLS, CA 95762 | (916) 985-1870

Title: EXHIBIT "B"		Ref:
Project: SAN JUAN UNIFIED SCHOOL DISTRICT CITRUS HEIGHTS WATER DISTRICT WALL EASEMENT	Job No: 19-039	Sheet No.
	Scale: 1"=40'	
	Date: 5-22-20	EX.B

Mapcheck 1: SOUND WALL EASEMENT

Closure Summary

Precision, 1 part in: 229685.970'
Error distance: 0.003'
Error direction: S20° 43' 45.49"E
Area: 2480.04 Sq. Ft.
Square area: 2480.039
Perimeter: 636.010'

Point of Beginning

Easting: 17451.3734'
Northing: 9337.0725'

Side 1: Line

Direction: N89° 56' 30.00"W
Angle: [90.0583 (d)]
Deflection angle: [-89.9417 (d)]
Distance: 8.000'
Easting: 17443.3734'
Northing: 9337.0806'

Side 2: Line

Direction: N0° 57' 20.00"E
Angle: [-89.1028 (d)]
Deflection angle: [90.8972 (d)]
Distance: 225.020'
Easting: 17447.1260'
Northing: 9562.0693'

Side 3: Line

Direction: N0° 17' 30.00"E
Angle: [179.3361 (d)]
Deflection angle: [-0.6639 (d)]
Distance: 85.000'
Easting: 17447.5587'
Northing: 9647.0682'

Side 4: Line

Direction: S89° 42' 30.00"E
Angle: [-90.0000 (d)]
Deflection angle: [90.0000 (d)]
Distance: 8.000'
Easting: 17455.5586'
Northing: 9647.0275'

Side 5: Line

Direction: S0° 17' 30.00"W
Angle: [-90.0000 (d)]
Deflection angle: [90.0000 (d)]
Distance: 85.050'
Easting: 17455.1256'
Northing: 9561.9786'

Side 6: Line

Direction: S0° 57' 20.00"W
Angle: [-179.3361 (d)]
Deflection angle: [0.6639 (d)]

Distance: 224.940'
Easting: 17451.3743'
Northing: 9337.0699'

Untitled Map

Write a description for your map.



CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2020, from _____, to the Citrus Heights Water District, an irrigation district, is hereby accepted by the undersigned officer on behalf of the Citrus Heights Water District, pursuant to the authority conferred by Resolution No. _____, adopted by the Board of Directors of the Citrus Heights Water District on _____, and the CHWD consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020

CITRUS HEIGHTS WATER
DISTRICT

By _____

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

AGENDA ITEM: I-5

MEETING DATE: 08/25/2020

SUBJECT: Declaration of Need for Fully Qualified Educators

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Human Resources

ACTION REQUESTED:

The superintendent is recommending that the board adopt the Declaration of Need for Fully Qualified Educators for the 2020-2021 school year.

RATIONALE/BACKGROUND:

Human Resources staff has followed the policies and procedures for hiring fully-credentialed teachers to staff schools for the 2020-2021 school year. While a due and diligent search has been conducted for fully-credentialed teachers, in order to staff all classrooms, Human Resources still anticipates a need to assign certain teachers on the basis of an emergency authorization (Internship, English Learner Authorization, Limited Assignment Permit, Short-Term Staff Permit, Provisional Internship Permit, etc.). Before this can occur, this Declaration of Need must be adopted by the Board of Education and filed with the California Commission on Teacher Credentialing.

In addition, the California Department of Education in collaboration with the Commission on Teacher Credentialing will audit the entire district for credential mis-assignments. Although every effort is made to properly staff our schools, occasionally the county identifies a mis-assignment and it becomes necessary to request a limited assignment permit to correct any mis-assignments.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

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:

Baljit Jhatu, Analyst, Human Resources
Deann Carlson, Director, Certificated Personnel, Human Resources

APPROVED BY:

Paul Oropallo, Assistant Superintendent, Human Resources *PO*
Kent Kern, Superintendent of Schools *KK*



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-21

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: San Juan Unified School District District CDS Code: 67447

Name of County: Sacramento County CDS Code: 37

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08/25/2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

Paul Oropallo

Name
(916) 971-7687

Signature
(916) 971-7171

Assistant Superintendent, HR

Title
08/25/2020

Fax Number

Telephone Number

Date

3738 Walnut Ave., Carmichael, CA 95608

Mailing Address

poropallo@sanjuan.edu

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	20
Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	5
Teacher Librarian Services	1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	4
Single Subject	40
Special Education	10
TOTAL	54

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. San Juan Unified works in partnership with the institutions cited below.

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 45

If yes, list each college or university with which you participate in an internship program.

Sacramento State University, San Francisco State University, National University,
Brandman University, Sacramento County Office of Education, Fortune School of
Education, Cal State Teach Fresno

If no, explain why you do not participate in an internship program.

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

AGENDA ITEM: I-6

MEETING DATE: 08/25/2020

SUBJECT: Exemption to the Separation-From-Service Requirement

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. 3005 for exemption to the separation-from-service requirement pursuant to Education Code section 24214.5 or 26812.

RATIONALE/BACKGROUND:

In response to concerns about the difficulty employers are having in hiring teachers, specifically substitute teachers, during the current teacher shortage, the existing law provides for an exemption to the separation-from-service requirement imposed immediately after retirement if the retired CalSTRS Defined Benefit Program member or Cash Balance Benefit Program participant receiving an annuity is hired in a critically needed position and meets other eligibility criteria. To meet one of the requirements of the exemption qualification, the governing board of the employee must approve the retired CalSTRS member or participant appointment by adopting a resolution in a public meeting. Thus, by adopting the resolution, the governing board will be providing retired certificated employees the ability to work as a substitute teacher without waiting the required 180 calendar days.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 08/17/2020

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:

Baljit Jhatu, Analyst, Human Resources
Deann Carlson, Director, Certificated Personnel, Human Resources

APPROVED BY:

Paul Oropallo, Assistant Superintendent, Human Resources
Kent Kern, Superintendent of Schools

Pao
KK

San Juan Unified School District

**RESOLUTION FOR EXEMPTION TO THE SEPARATION-FROM-SERVICE
REQUIREMENT PURSUANT TO SECTION 24214.5 OR 26812 OF
THE EDUCATION CODE**

Resolution No. 3005

WHEREAS, pursuant to Education Code section 24214.5 and 26812, there is a 180 calendar day separation-from-service requirement for all retired CalSTRS members and participants; and,

WHEREAS, all retired CalSTRS members and participants are subject to a restriction if they perform retired member activities as defined by section 22164.5 of the Education Code or retired participant activities as defined by section 26135.7 of the Education Code, during the first 180 calendar days after their most recent retirement; and,

WHEREAS, if the retired CalSTRS member or participant performed retired member or participant activities during this period, CalSTRS will reduce his or her retirement benefit or annuity one dollar for each dollar earned for performing retired member or participant activities during the 180-day period; and,

WHEREAS, there is an exemption from the 180 calendar day separation-from-service requirement for a member or participant who retires for service and is at or above normal retirement age; and,

WHEREAS, in order to qualify for this narrow exemption, the employer must appoint the retired member or participant to a critically needed position that has been approved by the governing body of the employer in a public meeting as reflected in a resolution; and,

WHEREAS, this approval by the governing body of the employer in a public meeting as reflected in a resolution must be finalized and communicated to CalSTRS before the member or participant commences to perform retired member or participant activities; and,

WHEREAS, the superintendent must complete the Request for Separation-from-Service Requirement Exemption form, which must be submitted to CalSTRS and received by CalSTRS before the member or participant commences to perform retired member or participant activities,

NOW, THEREFORE, BE IT RESOLVED that this board does provide public notice that the district is in critical need of substitute teachers to teach because there is a lack of qualified substitute teachers;

AND BE IT FURTHER RESOLVED that the board wishes to meet this critical need by hiring Douglas Ratliff and Ruth Rubier, members or participants who retired for service less than 180 days ago or who will retire;

AND BE IT FURTHER RESOLVED that this appointment is needed to fill this critical need before the 180 calendar day separation-from-service requirement is fulfilled;

AND BE IT FURTHER RESOLVED that this member or participant did not receive a retirement incentive or any financial inducement to retire from any public employer;

AND BE IT FURTHER RESOLVED that the retired member's or participant's termination of employment is not the basis for the need to acquire his or her services;

AND BE IT FURTHER RESOLVED that the earnings for retired member activities during the 180 calendar days will still be subject to the annual postretirement earnings limit for the Defined Benefit Program;

AND BE IT FURTHER RESOLVED that this member or participant will not commence to perform retired member or participant activities before this approval is authorized by the governing body of the employer in a public meeting as reflected in a resolution and received by CalSTRS;

AND BE IT FURTHER RESOLVED that this member or participant will not commence to perform retired member or participant activities before the Superintendent completes the Request for Separation-from-Service Requirement Exemption form and this is transmitted to and received by CalSTRS.

PASSED AND ADOPTED by the Governing Board of the San Juan Unified School District, on this 25th DAY OF August IN THE YEAR 2020.

AYES: NOES: ABSENT:

I, Zima Creason, Clerk of the San Juan Unified School District Board of Education, County of Sacramento, do hereby certify the foregoing to be a full, true and correct copy of a resolution adopted by the said board at a regular meeting hereof held at its regular meeting place on August 25, 2020.

Zima Creason
Clerk of the San Juan Unified School District Board of Education
County of Sacramento

August 25, 2020

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

AGENDA ITEM: I-7

MEETING DATE: 08/25/2020

SUBJECT: Presentation of District's Proposal With California School Employees Association (CSEA), Chapter 127, for Successor Contract 2020-2021 Reopeners

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"/> |

DEPARTMENT: Schools and Labor Relations

ACTION REQUESTED:

The board is asked to discuss, pursuant to Government Code section 3540 et seq. and district Board Policy (BP) 4243.1, the bargaining interests of the board for negotiations with CSEA, Chapter 127, for 2020-2021.

Public Comment/Action Anticipated: September 8, 2020

RATIONALE/BACKGROUND:

The board and representatives of the California School Employees Association, Chapter 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 interests for public sunshining.

ATTACHMENT(S):

A: Initial Bargaining Proposal for Contract Negotiations With CSEA, Chapter 127, Successor Agreement for 2020-2021

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 06/22/2020

Board of Education: CSEA presented its bargaining interests on 06/23/2020 and 08/11/2020

FINANCIAL DATA:

N/A

PREPARED BY: Jim Shoemake, Assistant Superintendent, Schools and Labor Relations 

APPROVED BY: Kent Kern, Superintendent of Schools 

**SAN JUAN UNIFIED SCHOOL DISTRICT (SJUSD)
INITIAL BARGAINING PROPOSAL/INTERESTS
FOR CONTRACT NEGOTIATIONS WITH THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 127 (CSEA)
REOPENERS FOR 2020-2021**

The San Juan Unified School District intends to negotiate the following Articles of the California Schools Employees Association, Chapter 127 (CSEA) contract(s) for the 2020-2021 reopeners.

Article 1 Acknowledgement

- The district's interest is to clarify language related to bargaining interest submittals and timelines

Article 2 Check Off And Organizational Security

- The district's interest is to discuss timelines related to dues deductions

Article 6 Salaries

- The district's interest is to:
 - attract and retain high quality employees
 - balance our income and our expenditures while maintaining an appropriate level of reserve
 - continue developing a shared understanding of total compensation so that all employees have a more comprehensive and accurate picture of their true worth and value to the district
 - discuss and plan for the state's annual minimum wage increases

Article 7 Fringe Benefits

- The district's interest is to:
 - provide quality benefits and affordable options for all district employees while realizing cost containment for both employees and the district
 - discuss our PERS costs and its effect on the district's overall budget
 - ensure that employees recognize that benefits are part of an employee's overall compensation program
 - clarify coverage for dependents of a deceased employee in instances where we have two married employees working for the district

Article 9 Vacations

- The District's interest is to revisit and potentially extend the one-year language the parties agreed to during the 2019-2020 bargaining cycle

Article 15 Layoff

- The District's interest is to clarify tie-breakers in classification (Article 15.2.2)

Article 16 Retirement

- The District's interest is to clarify how years of services are counted towards the required ten years of service to qualify for the District's premium payment in retirement (Article 16.1.1.b)

Article 17 Evaluation

- The District's interest is to align our contract with Ed Code as it relates to probationary employees. (Article 17.1)

In addition to the articles above, the District recognizes that our current agreement calls for the bargaining teams to consider all recommendations from the following joint committees:

- **Minimum Wage Implementation Joint Committee**
- **AB1808 Exploration Joint Committee**

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

AGENDA ITEM: I-8

MEETING DATE: 08/25/2020

SUBJECT: Sacramento County Treasury Oversight Committee

CHECK ONE:

- | | |
|-------------------|-------------------------------------|
| For Discussion: | <input checked="" 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"/> |

DEPARTMENT: Board of Education

ACTION REQUESTED:

The board may wish to cast a vote for Mary Beth Barber for the School and Community College District Representative of the Sacramento County Treasury Oversight Committee.

RATIONALE/BACKGROUND:

The Sacramento County Board of Supervisors established the Treasury Oversight Committee, in accordance with Government Code Section 27131, by Resolution No. 96-0163 on February 27, 1996. The duties of the committee include the annual review of the Investment Policy of the Pooled Investment Fund, quarterly review of investments, and causation of an annual audit of the Pooled Investment Fund portfolio.

The committee is comprised of ten members, of which school and community college districts must, in compliance with the initiating County resolution, have one member elected by a majority of the governing bodies of those districts. On June 23, 2020, Mary Beth Barber was nominated by the San Juan USD Board of Education as the School and Community College District Representative. Ballots must be received by the Sacramento County Department of Finance no later than October 5, 2020.

ATTACHMENT(S):

A: Treasury Oversight Committee Ballot 2020 and Candidate Statement

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Board of Education: 06/23/2020

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: Paula Villescaz, President, Board of Education



COUNTY OF SACRAMENTO
TREASURY OVERSIGHT COMMITTEE
SCHOOL AND COMMUNITY COLLEGE DISTRICT
REPRESENTATIVE ELECTION

2020 BALLOT

Below is the candidate nominated for the School and Community College District Representative of the Sacramento County Treasury Oversight Committee. In accordance with Government Code section 27132(f), and as outlined in the May 1, 2020, letter sent to School and Community College District Pooled Investment Fund Participant Board Chairs, please cast your district's vote for the School and Community College District Representative by marking the box next to a candidate listed below. A candidate statement is enclosed to assist your governing body in the selection process.

- Mary Beth Barber
San Juan Unified School District

Return this ballot in the enclosed self-addressed envelope to:

**Investment Division
Department of Finance
County of Sacramento
PO Box 1703
Sacramento, CA 95814**

*Ballots must be received at the Department of Finance no later than **October 5, 2020**.*

If you have any questions regarding the election process, please contact Dave Matuskey at the Department of Finance at (916) 874-4251.

Candidate Statement (one paragraph):

Mary Beth Barber has worked in various capacities in state government for 17 years, including project management, communications, budgetary planning and legislative support. She has close to three decades of volunteer experience on arts organizations, community nonprofits and local governance entities -- including five years (two of them as chair) on the parent advisory committee for the Local Control Accountability Plan for San Juan Unified School District. She received her MBA from Drexel University's LeBow School of Business (Sacramento campus) in 2011, and has a bachelors of arts from the University of Michigan (1991).

SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2020-2021

SEPTEMBER 8*Meet and Greet (before board meeting)*

Recognition: 2021 Certificated Employees of the Year – A	Oropallo
Learning Continuity and Attendance Plan – D	Schnepf
Choices Learning Continuity and Attendance Plan – D	Flagler
2019-2020 Unaudited Actuals and 2020-2021 Revised Budget – A	Stephens
Issuance of Measure N & P General Obligation Bonds – A	Stephens
Advance Refunding of General Obligation Bonds – A	Stephens
Public Hearing: Conveyance of Easement at San Juan HS to CHWD – A [Discussed 08/25/20]	Camarda
Biennial Conflict of Interest Notice – D	Simlick
Variable Term Waivers – A	Oropallo
Provisional Internship Permits – A	Oropallo
District's Initial Bargaining Proposal with CSEA for Successor Contract 2020-21–PC/A [Discussed 08/25/20]	Shoemake
CSBA Directors-at-Large Nominations – D/A	Board
*Resolution: GANN Limit – A	Stephens
*Approval of CAC Membership – A	Calvin

SEPTEMBER 22

Summer Learning and Lesson Design Development – R	Schnepf
Learning Continuity and Attendance Plan – A	Schnepf
Choices Learning Continuity and Attendance Plan – A	Flagler
Biennial Conflict of Interest Notice – A [Discussed 09/08/20]	Simlick
Public Hearing: Sufficiency of Textbooks and Instructional Materials and Adoption of Resolution – A	Schnepf

OCTOBER 13

Recognition: Week of the School Administrator (Oct. 11-17) – A	Oropallo
Construction/Facilities Update – R	Camarda
Public Hearing No. 1: Aspire Charter School Renewal Petition – D	Flagler
Williams Complaint Report – R	Simlick

OCTOBER 27

Recognition: School Psychology Awareness Week (Nov. 16-20) – A	Calvin
Encina Middle School Redesign Update – R	Shoemake
Assignment of Teachers Outside Regular Base Credential – A	Oropallo

NOVEMBER 17 (3rd Tuesday)

Family and Community Engagement Update – R	Allen
Public Hearing: Learning Continuity and Attendance Plan – A	Schnepf
Set Annual Organizational Meeting – A	Board

NOVEMBER 26 (canceled)**DECEMBER 15 (3rd Tuesday)***Board Reception/Swearing-In (before board meeting)*

Annual Organizational Meeting – A	Board
2019-2020 Audit Report – A	Stephens
2020-2021 First Interim & Budget/Financial Status Report – A	Stephens
Public Hearing No. 2: Aspire Charter School Renewal Petition – A [Public Hearing No. 1 - 10/13/20]	Flagler
Minimum Wage Increase – A	Oropallo
Governance Handbook Annual Update – D/A	Board
*2020-2021 School Plan for Student Achievement (SPSAs) – A	Calvin

DECEMBER 24 (canceled)

JANUARY 12

- Equity Update – R Calvin
Williams Complaint Report – R Simlick
*Resolution: Emergency Contracting – A Stephens
*Resolution: Authorized Signature - Power to Contract on Behalf of the District – A Stephens
*Resolution: Delegating Signature Authorization to the Superintendent – A Stephens

JANUARY 26

- Recognition: 2021 Classified Employees of the Year – A Oropallo
Recognition: National School Counseling Week (Feb. 1-5) – A Messer
Mitigating Learning Loss - Assessment Practices Update – R Bassanelli
Annual Policy Review – D Simlick
- BP 3430 Investing and Debt Management
BP 5116.1 Intradistrict Open Enrollment
BP 6145 Extracurricular/Cocurricular Activities
BP 6020 Parent Involvement and Family Engagement
- *School Accountability Report Cards (SARCs) – A Schnepp

FEBRUARY 9

- Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D Oropallo
Recommendation for Reducing/Discontinuing CCS & Criteria for Tie Break (Certificated ECE) – D Oropallo
Notice of Intent to Reduce Classified Positions – D Oropallo
*Annual Policy Review [Discussed 01/26/21] – A Simlick
- BP 3430 Investing and Debt Management
BP 5116.1 Intradistrict Open Enrollment
BP 6145 Extracurricular/Cocurricular Activities
BP 6020 Parent Involvement and Family Engagement
- *Audit Report for Measures J, N, P and S – A Stephens

FEBRUARY 23

- Recognition: Arts Education Month (March) – A Townsend
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/09/21] Oropallo
Resolution: Reducing/Eliminating CCS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/09/21] Oropallo
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/09/21] Oropallo
2021 CSBA Delegate Assembly Election – A Board
*Consolidated Application, Winter Report 2021 (Part II) – A Calvin

MARCH 9

- Recognition: National School Social Work Week (Mar. 7-13) – A Calvin
Second Interim Budget Report – R Stephens

MARCH 23

- Recognition: Week of the Young Child (Apr. 12-16) – A Townsend
New Course Adoptions – D Schnepf
*Head Start and Early Head Start Grant Application 2021-2022 – A Townsend

APRIL 13

- Recognition: School Bus Driver's Appreciation Day (Apr. 27) – A Oropallo
Williams Complaint Report – R Simlick
Proposed Board Meeting Dates for 2021-2022 – A Kern
*New Course Adoptions [Discussed 03/23/21] – A Schnepf

APRIL 27

- Recognition: California Day of the Teacher (May 13) – A Oropallo
Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 13) – A Calvin
School Climate: Parent-Staff-Student Voice – R Schnepf

MAY 11

- Recognition: Classified School Employee Week (May 16-22) – A Oropallo

Hearing Officer's Recommendation-2021 RIF (if applicable) – A
*Approval of CTE 2021 Advisory Committee Roster – A

Simlick
Messer

MAY 25

Recognition: National Science Bowl (if applicable) – A
Recognition: Science Olympiad (if applicable) – A
Recognition: Academic Decathlon (if applicable) – A
*Head Start/Early Head Start Contract Resolution FY 2021-2022 – A

Messer/Shoemake
Messer/Shoemake
Messer
Townsend

JUNE 8

Public Hearing: LCAP – D
Public Hearing: LCAP/Choices Charter School – D
Public Hearing: Adoption of the 2021-2022 Budget – D
Temporary Interfund Borrowing of Cash – A
*CIF Superintendent Designation of Representatives 2021-2022 – A

Schnupp
Flagler
Stephens
Stephens
Messer

JUNE 22

LCAP [Public Hearing 06/08/21] – A
LCAP/Choices Charter School – A [Public Hearing 06/08/21]
Adoption of the 2021-2022 Budget – A [Public Hearing 06/08/21]
*Consolidated Application, Spring Report 2020-2021 – A
*2020-2021 Actuarial Report (OPEB) – A
*Charter School 2019-2020 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A

Schnupp
Flagler
Stephens
Calvin
Oropallo
Stephens