



San Juan
Unified School District

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

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

PUBLIC PARTICIPATION GUIDELINES

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

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

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

Board of Education Agenda September 27, 2022

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

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

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

B. CLOSED SESSION – 5:00 p.m.

1. Student enrollments in two cases (Education Code section 48918[f]).
2. Collective bargaining matters – discussion with negotiator Daniel Thigpen, Senior Director, Labor Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units; and regarding non-represented groups: management and confidential units (Government Code section 54957.6).
3. Personnel matters – superintendent search and public employee appointment/employment – superintendent (Government Code section 54957).

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

D. APPROVAL OF THE MINUTES – September 13, 2022, regular meeting, pages 2456-2459.

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

1. Recognition

- a. Week of the School Administrator (Oropallo)
Action: Adoption of Resolution No. A-417 proclaiming the week of October 9-15 as the Week of the School Administrator.

2. High School Student Council Reports

3. Staff Reports

4. Board-appointed/District Committees

5. Employee Organizations

6. Other District Organizations

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

F. VISITOR COMMENTS – 6:50 p.m.

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

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

Action: The administration recommends that the consent calendar, G-1 through G-10, regarding regular business items, be approved. Any item may be removed for further discussion and separate action following consideration of remaining agenda items.

1. *Personnel – appointments, leaves of absence and separations.
2. *Purchasing Report – purchase orders and service agreements, change orders, construction and public works bids, piggyback contracts and zero-dollar contracts.
3. *Business/Financial Report – notices of completion and warrants and payroll.
4. Acceptance of the following gift:
Encina Preparatory High School: from Grant and Colleen Heck – for football club: \$200.
5. *Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.
6. *Adoption of Resolution No. 4036 to Commit Fund Balance.
7. *Approval to submit the 2022-2023 Consolidated Application for Funding to the California Department of Education (CDE) and State Board of Education (SBE).
8. *Approval of the 2022 high school scholarship awards for Choices Charter School.
9. *Adoption of Resolution No. 4039 approving the second amendment to the lease for the Mesa Verde High School Outdoor Learning Facilities project no. 210-9513-P1 between San Juan Unified School District and Robert A. Bothman Construction.
10. *Approval of the La Vista Grounds and Construction Agreement between Fair Oaks Recreation and Park District and San Juan Unified School District.

*Material provided.

H. CONSENT CALENDAR (continued, if necessary)

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

I. BUSINESS ITEMS

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

Report: regarding the summer learning opportunities for the summer of 2022.

- 2. Early Literacy Support Block Grant Annual Update – 7:45 p.m.** (Townsend-Snider)
Material provided.

Action: The superintendent is recommending that the board receive an update on the progress of the Early Literacy Support Block Grant and approve the modification of the Literacy Action Plan.

- 3. Public Hearing: Sufficiency of Textbooks and Instructional Materials – 7:55 p.m.** (Schnepp)
Material provided.

Public Hearing/Action: The superintendent is recommending that the board hold a public hearing and adopt Resolution No. 4038 stating that each pupil in each school in the district has sufficient textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

4. Proposed Revisions to Board Policy and Exhibit 0420.41 Charter School Oversight – 8:00 p.m. (Ginter)
Material provided.

Discussion: regarding proposed revisions to Board Policy 0420.41 Charter School Oversight, and its accompanying exhibit. Action anticipated: 10/11/2022.

5. Tentative Agreement: San Juan Professional Educators Coalition – 8:05 p.m. (Thigpen)
Material provided.

Discussion: regarding the tentative agreement between the San Juan Professional Educators Coalition and the San Juan Unified School District. Action anticipated: 10/11/2022.

6. Tentative Agreement: San Juan Teachers Association – 8:10 p.m. (Thigpen)
Material provided.

Discussion: regarding the tentative agreement between the San Juan Teachers Association and the San Juan Unified School District. Action anticipated: 10/11/2022.

7. Tentative Agreement: San Juan Supervisors Association – 8:15 p.m. (Thigpen)
Material provided.

Discussion: regarding the tentative agreement between the San Juan Supervisors Association and the San Juan Unified School District. Action anticipated: 10/11/2022.

8. Tentative Agreement: California School Employees Association – 8:20 p.m. (Thigpen)
Material provided.

Discussion: regarding the tentative agreement between the California School Employees Association, Chapter 127, and the San Juan Unified School District. Action anticipated: 10/11/2022.

9. Salary Schedule Adjustments: Confidential, Unrepresented – 8:25 p.m. (Thigpen)
Material provided.

Discussion: regarding the salary schedule adjustments for confidential and unrepresented groups. Action anticipated: 10/11/2022.

J. BOARD REPORTS – 8:30 p.m.

K. FUTURE AGENDA – 8:40 p.m.

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

B. CLOSED SESSION (continued, if necessary)

Announcement of topics/announcement of actions.

L. ADJOURNMENT – 8:45 p.m.

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

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

Translation and interpretation services will be made available upon request with advance notice. If you wish to utilize these services, please notify the Board of Education office at (916) 971-7111, or email stephanie.cunningham@sanjuan.edu at

least 24 hours before the scheduled board meeting to allow for the scheduling of appropriate translation staff and other resources.

NOTE: The times indicated are approximate.

Mission Statement

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



D
09/27/2022

San Juan
Unified School District

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

Board of Education Minutes
September 13, 2022

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

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

The September 13 regular meeting was called to order by the president, Dr. Michael McKibbin. The board meeting was held in person and was also streamed to the district's YouTube channel.

Roll Call

Present:
Michael McKibbin, Ed.D., president
Zima Creason, vice president
Pam Costa, clerk
Saul Hernandez, member
Paula Villescaz, member

Visitor Comments: Closed Session (A-1)

There were no closed session visitor comments.

Closed Session (B)

The meeting was then recessed with the board convening in closed session to discuss with negotiator Daniel Thigpen, Senior Director, Labor Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units and regarding non-represented groups: management and confidential units (Government Code section 54957.6) and to discuss one personnel matter (Government Code section 54957) – superintendent search and public employee appointment/employment – superintendent.

Reconvene Open Session/Pledge of Allegiance (C)

At 6:30 p.m., the meeting was called back to order by the president, Dr. Michael McKibbin. Four members of the Casa Roble Fundamental High School Air Force Jr. ROTC led the group in the Pledge of Allegiance.

Minutes Approved (D)

It was moved by Ms. Villescaz, seconded by Ms. Creason, that the minutes of the August 23 regular meeting be approved. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Recognition: 2023 Certificated Employees of the Year (E-1)

Assistant Superintendent of Human Resources Paul Oropallo introduced Logan Grinsell and Nicolette Pulley as the 2023 Teachers of the Year.

High School Student Council Reports (E-2)

High School Student Council representatives Ashlee Haro and Navya Alqarwani from Bella Vista High School and Jordan Saltonstall and Isabella Villarreal from Mesa Verde High School updated the board on the goals, activities and achievements at their respective schools.

Closed Session/Expulsion Actions (E-7)

There were no closed session/expulsion actions to report.

Visitor Comments (F)

Ray Ward introduced himself as a board candidate and he made comments about the superintendent search process.

Ashley Freer expressed support for a resolution about secure firearm storage.

Kathy Andersen expressed support for notifying parents about safe gun storage.

Katharine Owens expressed support for a resolution about secure firearm storage.

Mary Duplat shared her personal experiences with gun violence.

Shireen Miles shared her personal experiences with gun violence.

Cynthia Shallit expressed support for a resolution about secure firearm storage.

Carol Kinser supports passing a resolution regarding safe gun storage.

Suzanne Lander expressed support for passing a resolution regarding safe gun storage.

David Martasran made comments regarding the district's heat injury and illness prevention plan.

Sara Dudley expressed support for a resolution regarding safe gun storage.

Murad "Moe" Sarama introduced himself as a board candidate and he made comments regarding school safety.

Consent Calendar Approved (G-1, G-3/G-9)

Staff pulled item G-2. It was moved by Ms. Costa, seconded by Ms. Creason, that the consent calendar items G-1 and G-3 through G-9 be approved. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Personnel (G-1)

Appointments, leaves of absence and separations – approved as submitted.

Business/Financial Report (G-3)

Notices of completion – approved as submitted.

Gifts (G-4)

Acceptance of gifts to Mesa Verde High School and Northridge Elementary School.

Disposal of Surplus Property (G-5)

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

Revisions to Board Bylaw 9270 Conflict of Interest (G-6)

Approval of the revisions to Board Bylaw 9270, Conflict of Interest, and its accompanying Exhibit 9270.

Resolution No. 4035 Gann Appropriation Limits (G-7)

Adoption of Resolution No. 4035 approving the Gann Appropriation Limits for 2021-2022 and 2022-2023.

Meal Price Increase 2022-2023 (G-8)

Approval of the price increase for paid adult and student meals for the 2022-2023 school year.

Resolution 4037: Earl LeGette Elementary School Lease Amendment No. 3 (G-9)

Adoption of Resolution No. 4037 approving the third amendment to the lease agreement for the Earl LeGette Elementary School modernization project no. 127-9495-P1 and new construction project no. 127-9512-P1 between SJUSD and Flint Builders Inc.

Consent Calendar Continued (H)

Purchasing Report (G-2)

Purchase orders and service agreements, change orders, construction and public works bids and zero-dollar contract.

After bid number 23-201 was removed from the purchasing report, it was moved by Ms. Villescaz, seconded by Mr. Hernandez, to approve the purchasing report as amended. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Cultivating Leaders Pilot Program (I-1)

Assistant Superintendent of Educational Services Debra Calvin, Ed.D., Katherine Johnson Middle School Principal Damon Smith, Dyer-Kelly Elementary School Principal Jamal Hicks and San Juan Teachers Association Executive Director Shannan Brown gave a presentation on the Cultivating Leaders Seminar Series and Program, which was recently developed collaboratively by the San Juan Unified School District, San Juan Professional Educators Coalition and San Juan Teachers Association. Dr. Calvin discussed the purpose of the program, the four pathways, the program components and the monthly seminars. Mr. Smith and Mr. Hicks provided an overview of the mentor program and shared their personal experiences about being a mentor and a mentee. Ms. Brown shared information about the recent meet and greet event and today's first seminar, which focused on unconscious bias. Ms. Brown also spoke about the communication and feedback loops and guiding tools. After Dr. Calvin discussed next steps and future networking opportunities, she answered questions from the board. Board members expressed support for the program and asked clarifying questions related to caseload numbers, frequency of meetings and future plans to expand the program in order to accommodate more participants, which Dr. Calvin addressed. Chief of Staff Mr. Allen stated that the communication team appreciates the opportunity to work with the group, and on behalf of Superintendent Kern, he thanked everyone for their work.

Proposed Revisions to LCAP PAC Bylaws (I-2)

Chief of Staff Trent Allen presented the proposed revisions to the Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC) bylaws, noting the changes that were made since the item was originally presented at the last board meeting. Mr. Hernandez pointed out that the new bylaws limit the composition of the committee to "parents or legal guardians of pupils enrolled in the district", noting that this could prevent a qualified community member from being eligible to serve on the committee. Dr. McKibbin shared similar thoughts, and he suggested revisiting the clause in the future once its effects are known. Ms. Creason expressed support for representation from parents/guardians on the committee, stating that if that if recruitment becomes too much of a challenge then a change should be considered. Ms. Creason also thanked Mr. Hernandez and Ms. Costa for their work on the bylaw revisions. It was moved by Mr. Hernandez, seconded by Ms. Costa, to approve the proposed revisions to the LCAP PAC bylaws. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

2021-2022 Unaudited Actuals and 2022-2023 Revised Budget (I-3)

Chief Financial Officer Jennifer Stahlheber presented the 2021-2022 unaudited actuals and 2022-2023 revised budget. Ms. Stahlheber read the core commitments and reviewed the significant changes to the 2022-2023 budget since it was adopted last June, explaining that there has been a large increase in revenues from Local Control Funding Formula (LCFF) revenues, one-time state discretionary block grant funds and Expanded Learning Opportunities Program funds. Ms. Stahlheber explained next steps and then answered questions from the board. It was moved by Ms. Villescaz, seconded by Ms. Creason, to accept the unaudited actuals for 2021-2022 and approve the revisions to the 2022-2023 budget. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

District's Initial Bargaining Proposal with San Juan Teachers Association (I-4)

Senior Director of Labor Relations Daniel Thigpen presented the topic. There were no requests for public comment. It was moved by Ms. Costa, seconded by Mr. Hernandez, to adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, the bargaining interests of the Board of Education for negotiations with the San Juan Teachers Association for 2022-2023. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

District's Initial Bargaining Proposal with Teamsters Local No. 150 (I-5)

Mr. Thigpen presented the topic. There were no requests for public comment. It was moved by Ms. Villescaz, seconded by Ms. Costa, to adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, the bargaining interests of the Board of Education for negotiations with Teamsters Local No. 150 for 2022-2023. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Addendum to District's Initial Bargaining Proposal with San Juan Professional Educators Coalition (I-6)

Mr. Thigpen presented the topic. There were no requests for public comment. It was moved by Ms. Creason, seconded by Ms. Villescaz, to adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, an addendum

to the bargaining interests of the Board of Education for negotiations with the San Juan Professional Educators Coalition for 2022-2023. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Addendum to District's Initial Bargaining Proposal with San Juan Supervisors Association (I-7)

Mr. Thigpen presented the topic. There were no requests for public comment. It was moved by Mr. Hernandez, seconded by Ms. Costa, to adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, an addendum to the bargaining interests of the Board of Education for negotiations with the San Juan Supervisors Association for 2022-2023. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

Addendum to District's Initial Bargaining Proposal with California School Employees Association (I-8)

Mr. Thigpen presented the topic. There were no requests for public comment. It was moved by Ms. Villescaz, seconded by Ms. Costa, to adopt, pursuant to Government Code section 3540 et seq. and district Board Policy 4243.1, an addendum to the bargaining interests of the Board of Education for negotiations with the California School Employees Association, Chapter 127, for 2022-2023. MOTION CARRIED UNANIMOUSLY [McKibbin, Creason, Costa, Hernandez, Villescaz].

California School Boards Association (CSBA) Directors-At-Large Nominations (I-9)

After hearing no recommendations, Dr. McKibbin stated that no action would be taken regarding the nomination of candidates to fill the director-at-large seats for Asian/Pacific Islander and Hispanic on the Board of Directors of the California School Boards Association (CSBA).

Board Reports (J)

Ms. Costa thanked Mr. Allen and expressed her appreciation for his hard work on the new superintendent selection process, sharing that it has been a smooth process compared to her past experiences when superintendent search firms were hired.

Future Agenda (K)

There were no items added to the future agenda.

Adjournment (L)

At 8:07 p.m., there being no further business, the regular meeting was adjourned.

Michael McKibbin, Ed.D., President

Kent Kern, Executive Secretary

Approved: _____
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**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: E-1(a)

MEETING DATE: 09/27/2022

SUBJECT: Week of the School Administrator

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Human Resources

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. A-417, proclaiming the week of October 9 – 15, 2022, as the Week of the School Administrator.

RATIONALE/BACKGROUND:

The State of California has proclaimed the second week in October as “Week of the School Administrator”. Administrators throughout the state will be recognized for the work they do all year long on behalf of education. Attached to this document is a resolution proclaiming the week of October 9 – 15, 2022, as the Week of the School Administrator for the San Juan Unified School District.

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$N/A

Additional Budget: \$N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Paul Oropallo, Assistant Superintendent, Human Resources 

APPROVED BY: Kent Kern, Superintendent of Schools 

Resolution No. A-417
WEEK OF THE SCHOOL ADMINISTRATOR
October 9 – 15, 2022

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

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

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

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

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

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

BE IT RESOLVED, by the San Juan Unified School District Board of Education, that it recognizes the week of October 9 – 15, 2022, as the Week of the School Administrator in honor of the many outstanding contributions and services provided by school administrators in the San Juan Unified School District; and

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

Attested to this 27th day of September, 2022

Michael McKibbin, Ed.D., President

Zima Creason, Vice President

Kent Kern, Superintendent of Schools

Pam Costa, Clerk

Saul Hernandez, Member

Paula Villescaz, Member

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

HUMAN RESOURCES

The following reports are submitted for board approval

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

Agenda for the September 27, 2022 Board Meeting

1. APPOINTMENTS

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
Promotion	Young, Sabrina	Prob	Vice Principal	Barrett	09/06/22

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Hurd-Danilson, Dara	Temp	Tch-resource Spec K/12	Howe Avenue	09/06/2022 06/08/23
Rehire	Maxwell, Holly	Temp	Tch-Moderate/Severe K/12	Coyle Avenue	09/06/22
Rehire	Perez, Caesar	Temp	Tch-resource Spec K/12	Kingswood	09/19/22 06/08/23

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
New Hire	Bayati, Zahra	Prob	Instructional Assistant I	Thomas Kelly	09/19/22
New Hire	Burke, Ross	Prob	Irrigation Technician	M & O Building Maintenance	09/12/22
New Hire	Carlton, Jillian	Prob	Instructional Assistant I	Greer	08/10/22
New Hire	Coronel, Cecilia	Prob	Van Driver	Transportation	09/16/22
New Hire	Coulombe, Juliana	Prob	Instructional Assistant I	Thomas Edison	09/14/22
New Hire	Dalton, Elisa	Prob	Instructional Assistant III	General Davie	10/03/22
New Hire	Ebrahimi, Shakila	Prob	School Playground Rec Aide	Howe Avenue	09/07/22
New Hire	Ferris, Tracy	Prob	Van Driver	Transportation	08/30/22
New Hire	Gent, Thomas	Prob	Bus Driver	Transportation	09/01/22
New Hire	Gunderson, Sarah	Prob	Clerk	Carriage	09/19/22
New Hire	Hart, Tiffany	Prob	School/Com Interven Spec	Whitney Avenue	08/30/22
New Hire	Henry, Christine	Prob	Van Driver	Transportation	08/30/22
New Hire	Hutchinson, Debra	Prob	Instructional Assistant	Earl Legette	09/08/22
New Hire	Jenkins Rhoades, Janet	Prob	Van Driver	Transportation	08/30/22
New Hire	Li, Weiqing	Prob	Instructional Assistant I	Greer	08/12/22
New Hire	Lindenfeld, Ashley	Prob	School Playground Rec Aide	Del Dayo	09/19/22
New Hire	Linnekin, Ashley	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/25/22
New Hire	Loredo Eslava, Cindy	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	09/07/22
New Hire	Mahmood, Nabras	Prob	Instructional Assistant I	Howe Avenue	09/09/22
New Hire	McDonnell, Thomas	Prob	Instructional Assistant I	Earl Legette	09/12/22
New Hire	Merchant, Shilo	Prob	Instructional Assistant I	Ottomon	09/12/22
New Hire	Perea, Santana	Prob	Instructional Assistant I	Earl Legette	09/08/22
New Hire	Quintero, Celeste	Prob	Sr Records & report Clerk	El Sereno	09/16/22
New Hire	Rinaldo, Madeleine	Prob	Instructional Assistant II	Del Campo	09/15/22
New Hire	Ruiz, Fatima	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	09/01/22
New Hire	Russell, Krissy	Prob	Van Driver	Transportation	08/31/22
New Hire	Sakazaki, Dayne	Prob	Instructional Assistant I	Will Rogers	09/12/22
New Hire	Sanchez, Celia	Prob	Custodian	Thomas Edison	09/14/22
New Hire	Sarvary, Mohammad Sed	Prob	IA-Bilingual Dari	Katherine Johnson	08/11/22
New Hire	Smith, Robyn	Prob	Bus Driver	Transportation	09/01/22
New Hire	Tellez, Grace	Prob	School Playground Rec Aide	Del Dayo	09/14/22
New Hire	Tisdale, Tyler	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	08/08/22
New Hire	Wenner, Christopher	Prob	Exrnd Lrng Progs Assistant	Pupil Personnel Services	09/16/22
Rehire	Fana Azin, Nooria	Prob	IA-Bilingual Farsi	El Camino	09/06/22
Rehire	Ferris, Tracy	Prob	Van Driver	Transportation	08/30/22
Rehire	Garcia, Rhiannon	Prob	Nutrition Services Worker I	Mariemont	09/20/22
Rehire	Hoffman, Michele	Prob	Instructional Assistant I	Mariemont	09/26/22
Rehire	Lee, Taryn	Prob	Bus Attendant	Transportation	09/08/22

2. LEAVES OF ABSENCE

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Homen, Adrianna	Perm	Teacher Grade 4	Del Paso Manor	08/23/22 06/08/23

Agenda for the September 27, 2022 Board Meeting

2. LEAVES OF ABSENCE (Continued)

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Unpaid	Alfaro Rodriguez, Sandra	Perm	Sch/Com Interv. Spec II	Cottage	08/10/22 06/06/23
Unpaid	Azizi, Hawa	Prob	Non-Instructional Sup Aide	Howe Avenue ECE	08/22/22 11/30/22
Unpaid	Rodarte, Angelina	Prob	Instructional Asst II	Rio Americano	09/12/22 11/14/22
Unpaid	Viens, Katie	Perm	IA- Deaf & Hard of Hearing	Dewey	09/06/22 12/06/22
Unpaid	Yerramsetty, Lakshmi	Perm	Fiscal Technician I	Early Childhood Education	08/22/22 10/24/22

3. SEPARATIONS

MANAGEMENT

Type	Name	Status	Assignment	Location	Effective Date (s)
Retirement	Murphy, Timothy	Perm	Vice Principal 7/8	Barrett	09/08/22

CERTIFICATED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Altom, Joanne	Prob	Teacher- TK	Arlington Heights	08/31/22
Retirement	Sankus, Susan	Perm	Tch-Moderate/Severe K/12	Special Education-Kenneth	09/15/22

CLASSIFIED

Type	Name	Status	Assignment	Location	Effective Date (s)
Resignation	Al Naeb, Mohammed	Prob	Nutrition Services Worker I	Churchill	08/18/22
Resignation	Almadhhachi, Rusul	Perm	IA- Bilingual Farsi	Sunrise Tech Center	09/14/22
Resignation	Ataboh, Kelsey	Prob	Sch/Comm Interv Assistant	Encina	08/31/22
Resignation	Barthel, Diana Rose	Prob	Instructional Assistant III	Dyer-Kelly	09/30/22
Resignation	Battle, Raphael	Perm	Tech Support Specialist I	Technology Services	09/22/22
Resignation	Duong, Anna	Perm	Instructional Assistant Health	Health Services	09/15/22
Resignation	Gonzales, Roland	Prob	Custodian	Oakview Community	08/26/22
Resignation	Harris, Charlotte	Perm	Admin Assistant	Business Support Services	09/16/22
Resignation	Isteefo, Maral	Perm	Instructional Assistant I	Will Rogers	09/28/22
Resignation	Janamian, Sanam	Perm	IA-Bilingual Farsi	Del Paso Manor	06/06/22
Resignation	Johnstone, Sabrina	Perm	Sr Record & Report Clerk	El Camino	09/16/22
Resignation	Lange, Nicole	Perm	Instructional Assistant I	Starr King	08/31/22
Resignation	Lawrence, Stacey	Perm	Instructional Assistant II	Mariemont	09/23/22
Resignation	Mansoor, Sayed	Perm	Sup-Intervent/Prevent Progs	Central Enrollment/Fam Serv	09/09/22
Resignation	Momand, Fazal	Perm	IA- Bilingual Farsi	Dyer-Kelly	06/07/22
Resignation	Nunez, Fatima	Perm	Instructional Assistant I	Del Paso Manor	09/28/22
Resignation	Pearman, Michelle	Prob	M &O Work Order Tech	M&O Building Maintenance	09/12/22
Resignation	Reid, Keith	Perm	Communications Specialist	Facilities	09/16/22
Resignation	Rorling, Carrie	Prob	Intermediate Clerk Typist	Carnegie	08/15/22
Resignation	Sanders, Vanessa	Prob	Intermediate Clerk Typist	Pasadena Avenue	09/13/22
Resignation	Slusher, Amanda	Perm	Secretary	Early Childhood Education	09/16/22
Resignation	Smith, Jeffery	Prob	Nutrition Service Worker I	Del Paso Manor	09/16/22
Resignation	Talakoob, Ali	Perm	IA-Bilingual Farsi	Rio Americano	05/20/22
Resignation	Teresi, Michelle	Prob	Instructional Assistant III	Trajan	09/09/22
Resignation	Toubouache, Fazia	Prob	Instructional Assistant II	Whitney Avenue	09/16/22
Resignation	Williams, Eveangela	Prob	Intermediate Clerk Typist	Nutrition Services	09/09/22
Retirement	Patterson, Jill	Perm	Fiscal Technician I	White House Counseling Cntr	09/09/22

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

AGENDA ITEM: G-2
MEETING DATE: 09/27/2022

APPROVED: 
Jennifer Stahlheber

Purchasing Contracts Report

The following reports are submitted for board approval/ratification:

	Inc	Page #
Purchase Orders & Service Agreements	✓	1
Change Orders	✓	2
Construction & Public Works Bids	✓	3
Piggyback Contracts	✓	4
Zero Dollar Contract	✓	5
Bids/RFPs	NA	
Other	NA	
ERRATA	NA	



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

August 31, 2022 - September 13, 2022

PO#	Date	Vendor Name	Description	Amount \$	Site/ Department
302921	9/13/2022	Frontline Technology	Annual Vendor Hosting Services	\$ 982,769.23	252 - Fiscal Services
302922	9/13/2022	Frontline Technology	Monthly Professional Services	\$ 100,000.00	252 - Fiscal Services
204796	9/13/2022	RO Health	Medical Staffing Services - Year 2 of a three year contract.	\$ 552,000.00	101 - Special Education
TBD	9/13/2022	Catapult EMS	Software Service Fee 2 year contract: 7/1/22-6/30/24	\$ 29,650.00	530 - Safe Schools
TBD	9/13/2022	UC Davis Sacramento Area Youth Speaks (SAYS)	SAYS Warrior Scholar Academy afterschool social justice arts education program	\$ 100,000.00	108 - FACE



Purchasing Contracts Board Report
Change Orders/Amendments

August 31, 2022 - September 13, 2022

Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
208643	9/12/2022	BRCO Construction, Inc.	C/O 2 additions of bike and skateboard rack for Mira Loma Outdoor Learning project 205-9513-P1	\$ 3,166,500.00	\$ 116,865.00	\$ 25,415.00	\$ 3,308,780.00	216 - Facilities
302359	9/13/2022	Michael's Transportation	Bus drivers	\$ 12,930.00	\$ 20,000.00	\$ 50,000.00	\$ 82,930.00	211 - Transportation
300508	9/13/2022	West Coast Paper	Nutrition Services - paper products	\$ 99,000.00	\$ -	\$ 400,000.00	\$ 499,000.00	213 - Nutrition Services

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
302315	9/13/2022	Maxim Health	Staff for Covid testing	\$ 65,000.00	\$ -	\$ 353,790.00	\$ 418,790.00	101 - Special Education

Other Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
105083	9/12/2022	Derivi Construction & Architecture (DCA)	C/O 2 additional scope for LeGette MOD project 127-9495-P1	\$ 17,760.00	\$ 1,002,789.00	\$ 5,370.00	\$ 1,025,919.00	216 - Facilities
206774	9/13/2022	Campbell Keller	C/O additional furniture for Lichen DM project 159-9233-P1	\$ 707,633.70		\$ 54,411.82	\$ 762,045.52	216 - Facilities
206843	9/13/2022	Campbell Keller	C/O additional furniture for Howe DM project 123-9233-P1	\$ 916,977.50	\$ 35,352.22	\$ 124,090.44	\$ 1,076,420.16	216 - Facilities

Lease Amendments/Change Orders

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

General Contract Change Orders

PO#	Date	Vendor Name	Description	Original PO Amount \$	Previous Approved C/O Totals \$	Current C/O for Approval Amount \$	New Contract Amount \$	Responsibility
208643	8/3/2022	BRCO Constructors, Inc.	C/O #1 additional scope for Mira Loma Outdoor Learning (Tennis Court) project 205-9513-P1	\$ 3,166,500.00		\$ 116,865.00	\$ 3,283,365.00	216 - Facilities
207825	8/30/2022	MCM Roofing Company	C/O #1 additional scope for Laura Ruff DM (roofing) project 163-9233-P1	\$ 911,932.00		\$ 50,946.00	\$ 962,878.00	216 - Facilities
208534	9/12/2022	RJ Commercial Flooring Company	C/O #1 additional scope for Edison flooring project 116-9349-22DM	\$ 251,460.98		\$ 42,085.59	\$ 293,546.57	212 - M&O



**Purchasing Contracts Board Report
Construction and Public Works Bids and Contracts**

August 31, 2022 - September 13, 2022

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

General Contract

Fund	Date	PO#	Bid #	Vendor Name	Description	Amount \$	Responsibility
26	9/7/2022	TBD	23-200	Shane Brown Electric	Electrical infrastructure for Transportation project 409-9275-P1	\$ 443,000.00	216 - Facilities

Other Contracts

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

New Addendum to Master Agreements

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



Purchasing Contracts Board Report
Board Pre-Approval
Piggyback Contracts

August 31, 2022 - September 13, 2022

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

Fund	Date	Piggyback #, Title	Vendor Name	Description	Term
13	9/13/22	Groceries and Supplies RFP 2017-2018	West Coast Paper - Folsom Cordova Unified School District	Paper products for Nutrition Services	7/1/22-6/30/23



Purchasing Contracts Board Report
Board Pre-Approval
Zero Dollar

August 31, 2022 - September 13, 2022

Fund	Date	Site/ Department	Vendor Name	Description
01	8/10/2022	Safe Schools	City of Citrus Heights	Woodside and Trajan full education and encouragement program - bike to school

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

**AGENDA ITEM: G-3
MEETING DATE: 09/27/2022**

APPROVED:

Jennifer Stahlheber

[Signature]

[Signature]

Business and Financial Report

The following reports are submitted for board approval/ratification:

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

Notices of Completion - Board of Education

CONTRACTOR	PROJECT	DATE OF ACCEPTANCE	DATE RECORDED
Johnson Controls Inc.	PO#106311 Provide all labor, materials, equipment, tools, transportation and incidentals for site based HVAC Controllers at Will Rogers MS, Bella Vista HS, Sierra Oaks K-8, Marvin Marshall PS, Del Campo HS, Laurel Ruff, Orange Grove, Carmichael ES, Woodside ES, San Juan HS, Orangevale Filbert (Golden Valley Charter), Whitney ES, Pasadena ES, Creekside Academy, Cottage ES, Howe Ave. ES, Mira Loma HS, El Camino HS, Casa Roble HS, Arcade MS, Starr King K-8, Billy Mitchell ES (Choices Charter), Mission Ave., Cowan ES, located in the San Juan Unified School District. Vendor: Johnson Controls, Inc.	8/17/2022	8/22/2022

SAN JUAN UNIFIED SCHOOL DISTRICT
Accounting Services

WARRANTS & PAYROLL

VENDOR AND CONTRACT WARRANTS		
	Fund	August 2022
01	General Fund	\$ 6,912,631.79
09	Charter Schools	19,825.92
10	Special Ed Pass-Thru	575,184.71
11	Adult Education	34,735.75
12	Child Development	148,119.96
13	Food Service/Cafeteria	408,790.10
14	Deferred Maintenance	337,582.74
21	Building Fund	172,722.99
22	Measure S Building Fund	-
23	Measure J Building Fund	1,303,695.50
24	Measure N Building Fund	421,937.27
25	Capital Facilities	10,852.56
26	Measure P Building Fund	11,953,223.71
35	State Schools Facilities Fund	-
40	Sp Res FD -- Capital Outlay Proj	-
67	Self Insurance	1,109,401.16
95	Student Body	-
TOTALS		\$ 23,408,704.16

PAYROLL AND BENEFITS		
	All Funds	August 2022
	Certificated Payroll	\$ 18,260,793.25
	Classified Payroll	8,333,563.40
	Benefits	7,720,472.88
TOTALS		\$ 34,314,829.53

GRAND TOTAL \$ 57,723,533.69

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

AGENDA ITEM: G-5

MEETING DATE: 09/27/2022

SUBJECT: Surplus Property

CHECK ONE:

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

DEPARTMENT: Business Support Services

ACTION REQUESTED:

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

RATIONALE/BACKGROUND:

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

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

ATTACHMENT(S):

A: List of Surplus Property

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ _____ N/A

Additional Budget: \$ _____ N/A

Funding Source: _____ N/A

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

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

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

Action: _____ N/A

Strategic Plan: _____ N/A

PREPARED BY: Jennifer Stahlheber, Chief Financial Officer



APPROVED BY: Kent Kern, Superintendent of Schools



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

Location/Site	Make	Model	Description	Serial #	Disposition
Arlington Heights	Nec		Projector	20172031	Recycled
Arlington Heights	Nec	VT491	Projector	8201386EH	Recycled
Dewey	JVC		TV		Recycled
Dewey			DVD Player		Recycled
Dewey			VCR		Recycled
Dewey	HP	P3015	Laserjet printer		Recycled
Dewey	HP	4015n	Laserjet printer		Recycled
Dewey	HP	LA1751G	2 - Monitors		Recycled
Dewey	HP	OfficeJet 5610	Printer	20183730	Recycled
Dewey	HP	Envy 4500	Printer		Recycled
Kingswood			2 - Computer Carts		Recycled
Kingswood	Anywhere Cart	IC303-01	Computer Cart	20182322	Recycled
Kingswood	Bretford	TL474LL/A	Computer Cart	20182372	Recycled
Oakview	Brother		Printer/Scanner	U64387D8F117872	Recycled
Oakview	Apple	iMac	Monitor	700003156	Recycled
Oakview	HP		Printer	CNDY383483	Recycled
Oakview	HP		Keyboard	803181-001	Recycled
Oakview	HP		Monitor	CNC118PZYY	Recycled
Oakview	NEC		Projector	8X00433CG	Recycled
Oakview	AVER		Projector	20192233	Recycled
Oakview	Apple		Monitor	10000011678	Recycled
Oakview	Apple		Monitor	1100014854	Recycled
Oakview	Apple		Monitor	1000012761	Recycled
Oakview	Apple		Monitor	1000011655	Recycled
Oakview	Apple		Monitor	1000011976	Recycled
Oakview	Apple		Monitor	1000011780	Recycled
Oakview	Apple		Monitor	1000011676	Recycled
Oakview	Apple		23 - Keyboards		Recycled
Oakview	Apple		Server	G87123EXUPZ	Recycled
Oakview	Apple	MacBook	Laptop	800009071	Recycled
Oakview			3 - Chromebook cart		Recycled
Ottomon	Anywhere Cart	IC303-01	Computer Cart		Recycled
Will Rogers	Anthro Intertek	3074405	Chromebook cart	20188845	Recycled
Will Rogers	Anthro Intertek	3074405	Chromebook cart	20188843	Recycled
Will Rogers	Anthro Intertek	3074405	Chromebook cart	20188842	Recycled
Will Rogers	Anthro Intertek	3074405	Chromebook cart	20188636	Recycled
Will Rogers	Anthro Intertek	3074405	Chromebook cart		Recycled
Will Rogers	Anywhere Cart		Chromebook cart	20188847	Recycled
Will Rogers	Anywhere Cart		Chromebook cart	20188637	Recycled
Will Rogers	Anywhere Cart		Chromebook cart	20188635	Recycled
Will Rogers	Anywhere Cart		Chromebook cart	20188846	Recycled
Will Rogers	Apple	iMac	Computer	700004617	Recycled
Will Rogers	Apple	iMac	Computer	20188405	Recycled
Will Rogers	Apple	MacBook	Laptop	800009004	Recycled
Will Rogers	Apple	MacBook	Laptop	900010105	Recycled
Will Rogers	Apple	MacBook	Laptop		Recycled

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

AGENDA ITEM: G-6

MEETING DATE: 09/27/2022

SUBJECT: Resolution No. 4036 to Commit Fund Balance

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

DEPARTMENT: Fiscal Services / Business Support Services

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4036 to Commit Fund Balance.

RATIONALE/BACKGROUND:

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

The board approved Resolution No. 4017 to commit funds. The amounts have been revised to reflect updated information and were increased to cover projected expenditures. Supplemental funds were increased to reflect the ending balance as of unaudited actuals.

ATTACHMENT(S):

A: Resolution No. 4036 Commit Fund Balance

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Jennifer Stahlheber, Chief Financial Officer



APPROVED BY: Kent Kern, Superintendent of Schools



SAN JUAN UNIFIED SCHOOL DISTRICT**RESOLUTION NO. 4036****RESOLUTION OF THE GOVERNING BOARD OF THE SAN JUAN UNIFIED SCHOOL DISTRICT TO COMMIT FUND BALANCE**

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

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

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

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

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

Purpose	Justification	Estimated Amount
Bus Replacement Plan	9 Year Bus Replacement Plan	\$15,000,000
Technology Device Refresh and Enhancements	Technology Plan	\$10,000,000
Carryover of unspent 2021-22 supplemental grants	Supplemental grant carryover calculations, LCAP 2021-22, Ed Code 42238.07	\$8,566,057
Textbook Adoptions	Textbook Adoptions 2022-23 through 2023-24	\$10,000,000

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

Approved, passed and adopted by the Board of Education of the San Juan Unified School District on the 27th day of September, 2022:

AYES: _____

NOES: _____

ABSTENTIONS: _____

Michael McKibbin, Ed.D., President of the
Governing Board of the San Juan Unified
School District

Attested to: _____
Pam Costa, Clerk of the Governing Board
of the San Juan Unified School District

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

AGENDA ITEM: G-7
MEETING DATE: 09/27/2022

SUBJECT: Consolidated Application for Funding 2022-2023

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 2022-23 Consolidated Application for Funding to the California Department of Education (CDE) and State Board of Education (SBE).

RATIONALE/BACKGROUND:

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

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

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

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$21,800,492

Additional Budget: \$ N/A

Funding Source: Federal funds

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: NA

Focus: NA

Action: NA

Strategic Plan: NA

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

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

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

AGENDA ITEM: G-8

MEETING DATE: 09/27/2022

SUBJECT: Choices Charter School
2022 High School Scholarship Awards

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: Admissions and Family Services

ACTION REQUESTED:

The superintendent is recommending that the board approve the Choices Charter School Continuing Education 2022 Scholarship Awards.

RATIONALE/BACKGROUND:

Pursuant to Education Code section 44015 and Administrative Regulation 1150, expenses per individual award shall not exceed \$200 unless expressly approved by the Governing Board. Choices Continuing Education Scholarship is a \$1,000 award.

Choices Charter School: Choices Continuing Education Scholarship – Ashly Abramson, Katerina Lerer, and Joey Boyer

ATTACHMENT(S):

A: Choices Charter School Scholarship Criteria

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: \$ N/A

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

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

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services
Melissa Bassanelli, Deputy Superintendent, Schools and Student Services
Kent Kern, Superintendent of Schools *PC* *MB* *KK*

Choices Charter School Scholarship Criteria

- ❖ Choices Continuing Education Scholarship Criteria: \$1000
 - Student enrolled for at least one semester at CCS
 - Student has a minimum of a 2.5 GPA OR has shown substantial academic improvement while attending CCS
 - Student has expressed a desire to attend a Community College or Vocational school or has already been accepted to one
 - Student has a financial need that could prevent them from pursuing a higher education
 - Student has overcome life obstacle(s), i.e., home and or family life, substance abuse, etc.
 - Student demonstrates regular attendance, is dedicated to learning, and is engaged in the learning process
 - Student demonstrates academic honesty, strong character/morals, and is personable
- ❖ Marie Pflugrath Exemplary Student Award Scholarship Criteria: \$1500 (CASH award)
 - Student enrolled for at least 2 years at CCS
 - Student has a 3.5 GPA while attending CCS
 - Student will attend a 4-year college or university in the fall (will also consider Community College)
 - Student is involved in their community, i.e., Community Service
 - Student achieved a 98% attendance rate and excellent citizenship while attending CCS
 - Student demonstrates academic honesty, strong character/morals, and is personable
- ❖ Gayle Robles "Build Your Best Self" Scholarship Criteria: \$750
 - Student enrolled for at least 1 year at CCS
 - Student has a 2.0 GPA while attending CCS
 - Student has a solid plan to enroll in a trade/vocational program, community college, or join the military
 - Student diligently worked at overcoming an obstacle(s) that once hindered them
 - Student achieved dramatic personal growth in their academic and emotional intelligence
- ❖ Legacy Scholarship Award Criteria: \$1500 (not given every year)
 - Student enrolled for at least 5 years at CCS
 - Student is committed to their academics with Honor Roll standing
 - Student dedicated time and heart to their community and the CCS campus
 - Student with their leadership and service to others graduated, leaving CCS a much better place for students, families, and staff.
 - This award is possibly not given every year
- ❖ Mary Walton Seeds of Encouragement Award: \$200 CASH given to a male and female graduate
 - Student enrolled for at least one year at CCS
 - Student faced challenging obstacles with the courage to overcome them
 - Student discovered the value of their education
 - Student worked diligently on educational goals to become a high school graduate

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

AGENDA ITEM: G-9

MEETING DATE: 09/27/2022

SUBJECT: Mesa Verde High School Outdoor Learning
Project Facilities Lease Amendment No. 2

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

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 4039 approving the second amendment to the lease agreement for the Mesa Verde High School Outdoor Learning Facilities project no. 210-9513-P1, between San Juan Unified School District and Robert A. Bothman Construction.

RATIONALE/BACKGROUND:

The board approves the revised final Total Base Rent in the amount of \$24,656,336 for the project, authorizes the issuance of Facilities Lease Amendment No. 2 and authorizes district staff to issue a notice to proceed with construction of the project.

ATTACHMENT(S):

- A: Resolution No. 4039
B: Facilities Lease Amendment No. 2

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Nicholas Arps, Director, Facilities, Construction & Modernization *NA*

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

RESOLUTION NO. 4039

**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING FACILITIES LEASE AMENDMENT #2
MESA VERDE OUTDOOR LEARNING PROJECT SJUSD PROJECT #210-9513-P1**

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

WHEREAS, the District Board of Education (“Board”) previously approved the award of the Site Lease and Facilities Lease to Robert A. Bothman Construction for this Project, which approval for the Facilities Lease Preconstruction Services was in the amount of \$63,662.00 per Resolution No. 3098; and

WHEREAS, Robert A. Bothman Construction has finished the preconstruction services for the Project, completed the development of the Total Base Rent for the Project, and has provided the District with objectively verifiable information and a written rationale for this Total Base Rent, together with supporting documents; and

WHEREAS, the District has carefully considered the information supporting the Total Base Rent for the Project; and

WHEREAS, the Division of the State Architect (“DSA”) has provided the required approvals for the Project;

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

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

Section 2. The Board approves the revised final Total Base Rent in the amount of Twenty-four million, Six hundred fifty-six thousand, Three hundred thirty-six dollars and no/cents (\$24,656,336.00) for the project, authorizes the issuance of Facilities Lease Amendment #2, and authorizes District staff to issue a notice to proceed with construction of the Project. Robert A. Bothman Construction demonstrated that it will satisfy the skilled and trained workforce availability, as defined in Public Contract Code section 2601.

Total Base Rent – Preconstruction	\$63,662.00
Net Change by Amendment #1	\$19,623,515.00
Net Change by Amendment #2 (Bleachers & Sports Lighting)	\$4,969,159.00
<u>Final Total Base Rent</u>	<u>\$24,656,336.00</u>

The foregoing findings and decision to award were made by the San Juan Unified School District Board of Education at a meeting of the Board on September 27, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

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



San Juan Unified School District

3738 Walnut Avenue, Carmichael, CA 95608
Telephone (916) 971-7700 Main number
Construction Dept: (916) 971-5780/Office (916) 971-5707 Fax

Kent Kern, Superintendent of Schools
Frank Camarda, Chief Operations Officer

Facilities Lease Amendment #02

Mesa Verde HS Outdoor Learning Facilities (Stadium)

PO #205774

DSA App. 02-118588 & 02-119681

SJUSD Project #210-9513-P1

Effective **September 27, 2022**, the Facilities Lease Agreement dated **January 25, 2022** between the San Juan Unified School District and **Robert A. Bothman Construction** for the **Mesa Verde HS Outdoor Learning Facilities (Stadium)** is amended to **include all work associated with the addition of the Lighting and Bleachers**:

1. Section 4.2 of Amendment #01 is amended to change to **28 29 months**, consisting of the total of the time a) to perform Preconstruction Services, estimated to require 2 months, b) **14 15 months** to construct all Increments of the Project, and c) the post-construction lease period of 12 consecutive months.
2. Section 4.4.2 of Amendment #01 is amended to change Total Base Rent to **Nineteen Million Six Hundred Eighty Seven Thousand One Hundred Seventy Eight Dollars (\$19,687,177)** **Twenty-four million Six hundred fifty-six thousand Three hundred thirty-six dollars and no/100 (\$24,656,336.00)**.
3. Section 4.4.2.4.3 of Amendment #01 is amended to change District Contingency to **Eight Hundred Seventy Thousand Two Hundred and Twenty Two Dollars (\$870,222)** **One million Three hundred sixty-nine thousand Nine hundred twenty-three dollars and no/100 (\$1,369,923.00)**.
4. Exhibit C of Amendment #01 is amended to change the **Lease Payment Schedule and CSI breakdown; Add TBR Estimate, Qualifications & Assumptions, Exclusions and Work Not Included**.
5. Exhibit G of Amendment #01 is amended to update the **Master project schedule**.

Original Total Base Rent	\$63,662.00
Changes by Amendment #01	\$19,623,515.00
Changes by Amendment #02	\$4,969,159.00
Revised Total Base Rent	\$24,656,336.00

In all other respects, the terms and conditions of said Facilities Lease, including the exhibits thereto,
remain in full force and effect.

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

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

By: _____
Frank Camarda
Chief Operations Officer

Robert A. Bothman Construction

By: _____
James Moore
Title: Vice President, Preconstruction

Federal Tax Identification Number:
94-2549328

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

AGENDA ITEM: G-10

MEETING DATE: 09/27/2022

SUBJECT: La Vista Grounds Lease and Construction Agreement Between Fair Oaks Recreation and Park District and San Juan Unified School District

DEPARTMENT: Facilities

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

ACTION REQUESTED:

The superintendent is recommending that the board approve the grounds lease and construction agreement between the Fair Oaks Recreation and Park District and the San Juan Unified School District for the purpose of construction and programming of youth girls softball fields.

RATIONALE/BACKGROUND:

The Fair Oaks Recreation and Park District (FORPD) desires to lease the La Vista fields from the San Juan Unified School District for the primary purpose of constructing, operating, maintaining, managing, and using the project and facilities to provide the community recreation, park, sports programs and services. Construction will include a parking lot, open play space, a new restroom, and may include a facility/snack bar. FORPD projects improvements to cost \$3-4 million and is seeking a long-term lease with the first right to purchase in the event the land becomes available for sale.

ATTACHMENT(S):

- A: Joint Use Agreement
B: FORPD Grounds Lease and Construction Agreement

PREVIOUS STAFF/BOARD ACTION:

Facilities Committee: 04/06/2021

Board of Education: 06/08/2021

FISCAL IMPACT:

Current Budget: \$N/A

Additional Budget: \$N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Frank Camarda, Chief Operations Officer 

APPROVED BY: Kent Kern, Superintendent of Schools 

JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into as of 9/1/2019 ("Effective Date") by and between San Juan Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Fair Oaks Recreation and Park District, a public recreation and park district and a political subdivision of the State of California located in Sacramento County ("Park District," and together with the District, "Parties").

RECITALS

WHEREAS, District and Park District desire to enter into a joint use agreement for use of each other's Facilities, defined herein below;

WHEREAS, the Parties now wish to establish one comprehensive agreement, superseding all prior agreements, that addresses the Parties' respective use of each other's Facilities for youth activities and programs at the sites identified in ***Exhibit A*** to this Agreement;

WHEREAS, California Education Code sections 10900, *et seq.*, empower District and Park District to cooperate with each other and enter into agreements for the purpose of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating recreational centers.

WHEREAS, Education Code section 17077.40 further authorizes the District to enter into joint use agreements with community organizations for the purposes of constructing libraries, multipurpose rooms and gymnasiums on school campuses where these facilities are used jointly for both school and community purposes and

WHEREAS, the Parties desire to contract for the use and maintenance of each other's Facilities for youth educational and community recreation purposes and for potential future improvements and construction of Facilities on District property.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Facilities. This Agreement sets forth the terms of use by the Parties of certain Facilities owned by the other party located at the sites listed in ***Exhibit A*** attached hereto. The terms "Facility" or "Facilities" refer only to a facility or facilities located at the sites identified in ***Exhibit A*** including, any offices, multi-purpose rooms, classrooms, gymnasiums, playfields, playgrounds, stadiums, performing arts centers, turf fields, tracks, and swimming pools located on District property. Other real property owned by either party not expressly identified in ***Exhibit A*** ("Other Property") shall not be considered Facilities subject to the terms of this Agreement. Use of Other Property shall be subject to separate agreement between the Parties. Use of Facilities for adult

recreational programs shall not be subject to the terms of this Agreement and shall be subject to separate agreement between the Parties.

2. Term. The term of this Agreement shall commence on September 1, 2019 ("Effective Date") and shall be for five (5) years ("Term"). This Agreement will automatically renew for five (5) additional five (5) year terms (each one, a "Renewal Term") upon expiration of the initial term or then current term.

3. Superseding All Prior Agreements. This Agreement sets forth the entire understanding of the Parties relating to the Facilities, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to the Facilities except those expressly set forth in this Agreement.

4. Priority of Use.

- a. To facilitate scheduling of the Facilities in a manner consistent with this section and to address other issues that may arise, the Parties shall meet quarterly during the months of February, May, August, and November to determine the Facilities needed by each party ("Coordination Meeting"). Each party shall provide a list to the other party of anticipated Facility use for youth activities and programs for the upcoming quarter prior to the Coordination Meeting.
- b. District Facilities. The District shall have exclusive use of District Facilities on all days in which school is in session from 7:30 am to 4:00 pm ("Regular School Hours"), absent any other agreement between the Parties determined pursuant to the District's permit request process. The District shall have priority use of all Other Property, including park spaces adjacent to District schools ("Park Facilities"). The Park District shall have priority use over all parties except the District for youth activities and recreational programs at District Facilities, subject to making a request for facilities pursuant to the District's Use of Facilities. Adult activities and recreational programs offered by Park District shall not have priority use over other parties and shall be scheduled in accordance with the District's permit request process outlined in the Use of School Facilities and Grounds Handbook, attached hereto as ***Exhibit B***.
- c. Park District Facilities. Park District shall have priority use of all Park District Facilities over all parties including the District, except that the District shall have priority use of all Park District Facilities adjacent to District schools during Regular School Hours. The District shall have priority use over all parties except the Park District, subject to making a request for facilities in a manner consistent with the facility reservation process required by the Park District.

priority use over all parties except the Park District, subject to making a request for facilities in a manner consistent with the facility reservation process required by the Park District.

5. Facility Use Costs. Outside of weekdays from 7:00 am to 9:00 pm, each party shall pay for direct costs of weekend and non-school day use of Facilities, other than Facilities maintained by the Park District and listed in Section 9.b, in accordance with the fee structure outlined in the District's Use of School Facilities and Grounds Handbook, attached hereto as ***Exhibit B***, and the Park District's fee structure attached hereto as ***Exhibit C***. Notwithstanding payment for direct costs, if applicable, Park District shall pay direct use fees for use of District swimming pools, performing arts centers, stadiums, turf fields and tracks in accordance with the fee structure outlined ***Exhibit B***. At each Coordination Meeting, the Parties shall determine any additional fee owed for use of the Facilities during the prior year and the owing party shall remit payment for such fees within thirty (30) days of the Coordination Meeting or prior to any scheduled event pursuant to the facility use process outlined in the Use of School Facilities and Grounds handbook.

6. No Third Party Users. All programs operated at a Facility by the non-owner of the Facility shall be operated under the direct supervision and control of the non-owner party. The non-owner party shall not permit any third party user to operate a program or otherwise use the Facilities as part of the non-owner party's use under this Agreement. (Except for third party use involving a Park District provider/contractor providing a recreational program for the Park District.) For purposes of this Agreement, a third party user is any individual, organization, or other entity seeking to operate any program not operated by either Party. Any third party use of the Facilities shall, instead, be coordinated through the owner of the Facility.

7. Alcoholic Beverages and Smoking. The use and/or possession of tobacco, alcohol, and/or controlled substances are prohibited in or on District Facilities at all times. Smoking on Park District Facilities shall be subject to applicable Park District policy.

8. Custodial. After use, each party shall return the Facility to its condition prior to the party's use. If restrooms are open during use or other routine custodial service is required, the party using the Facility shall provide custodial services unless another arrangement is mutually agreed upon and confirmed in writing. If either party fails to return the Facility to its condition prior to the party's use, the party causing such failure shall pay for the costs associated with performing routine custodial services. The party owning the Facility shall invoice the using party within thirty (30) days of such activity. The using party shall pay any invoice within thirty (30) days of receipt.

9. Utilities and Maintenance.

- a. Each party shall pay for all utilities and maintenance of its own Facilities. However, if use of the Facilities causes extraordinary utility usage or wear

on the Facilities, the party causing such extraordinary impacts shall pay for the costs associated with their activity as agreed upon mutually by both Parties. The party owning the Facility shall invoice the using party within thirty (30) days of such activity. The using party shall pay any invoice within thirty (30) days of receipt. At the Coordination Meeting, the Parties shall discuss any anticipated events that will impact utility and maintenance costs.

- b. Park District shall maintain the baseball and softball in-fields at District's La Vista Center with Park District's maintenance equipment.

10. Security. All Facilities shall be maintained in a secure manner by the using party. An employee of the using party shall be responsible for opening and locking the Facility, and setting any alarms (as applicable) after each use. Neither party shall duplicate keys to any Facility or provide copies of keys to any third parties or other users that are not employees of the Parties.

11. Damage to Property. Park District shall be responsible for the cost of repair and/or replacement of any damage to District Facilities, including fixtures and improvements with the District Facilities that are lost, damaged, or stolen and arising out of, pertaining to, or resulting from Park District's use of District Facilities, normal wear and tear accepted. The Park District shall promptly notify District upon Park District's actual knowledge of any loss or damage to the District Facilities of which the Park District becomes aware during and/or in conjunction with Park District's use of same.

District shall be responsible for the cost of repair and/or replacement of any damage to Park Facilities, including fixtures and improvements that are lost, damaged, or stolen and arising out of, pertaining to, or resulting from District's use of Park District's Facilities, normal wear and tear accepted. The District shall promptly notify Park District upon District's actual knowledge of any loss or damage to the Park District's Facilities of which the District becomes aware in conjunction with District's use of same.

12. Improvements. For so long as this Agreement is in place, Park District may make additional capital or non-capital improvements, including but not limited to construction of fields, play apparatuses, and installation of irrigation, to any District Facility, subject to a separate agreement with the District. The separate agreement shall address, at a minimum, responsibility for all costs associated with any improvements, responsibility for compliance with California Environmental Quality Act (CEQA), the Division of State Architects (DSA), the Department of Toxic Substances Control (DTSC), or the California Department of Education (CDE), and the terms of construction delivery including contracting with the architect and contractor.

13. Indemnity. To the fullest extent permitted by law, Park District shall indemnify, defend and hold harmless District and each of District's officers, directors, officials, governing board, board members, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all

expenses and costs incidental thereto (Collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Facilities resulting in injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, including but not limited to the Facilities, arising out of, pertaining to, or resulting from the acts or omissions of Park District, its officers, directors, officials, governing board, board members, employees, authorized volunteers and agents, contractors, invitees, or guests.

To the fullest extent permitted by law, District shall indemnify, defend and hold harmless Park District and each of Park District's officers, directors, officials, employees, and authorized volunteers and agents from and against any and all Claims, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Facilities resulting in injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, including but not limited to the Facilities, arising out of, pertaining to, or resulting from the acts or omissions of District, its officers, directors, officials, governing board, board members, employees, authorized volunteers and agents, contractors, invitees, or guests.

It is the intention of the Parties that the provisions of this Indemnity be interpreted to impose on each party responsibility to the other for the acts and omissions of their officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees or guests. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any Claims attributable to the fault of that party, its officers, directors, officials, employees, authorized volunteers and agents, contractors, invitees, or guests.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties. Nothing in this section shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this section shall survive the expiration or termination of the Agreement.

14. Insurance. Each party, at its sole cost and expense, shall carry commercial policies of insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for comprehensive general liability, which will insure District or Park District, as applicable, against liability for injury or death of persons and damage to the Facilities, as applicable. Each policy shall be for not less than \$2,000,000 per occurrence for any one person injured or killed, and not less than \$4,000,000 for property damage, and shall be maintained on an occurrence basis. Each party agrees to provide the other proof of such coverages on an annual basis, naming the other party as "additional insured" where appropriate and shall also provide thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

15. Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at any time, for any reason. Termination shall relieve both Parties of any further obligations under this Agreement (except as provided in section 13).

16. Compliance with Law; Limitations Upon Use. Each party agrees to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, policies and requirements (collectively, "Law") regarding their respective use of the Facilities under this Agreement. The Parties further agree that they shall not cause Facilities to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law. If any license, permit, or other governmental authorization is required for either party's lawful use of the Facilities, such affected party shall procure and maintain same to the extent required by Law. Each party shall be solely and completely responsible for the safety of all persons and property associated with their respective use of the Facilities, and all materials, equipment, and supplies provided by such party during said use shall fully conform to all applicable Law.

17. Fingerprinting. To the extent that District determines it necessary that any employee, officer, or agent of Park District shall be required to submit fingerprints of any applicable employees, officers, or agents, or invitee to the Department of Justice ("DOJ") in accordance with Education Code section 45125.1, Park District agrees to make said individuals available for fingerprinting and to pay all associated costs with the DOJ screening process, unless such employee, officer, or agent of Park District has completed the Park District's mandatory fingerprinting process. Park District further agrees that any persons who are not allowed by law to come into contact with District students as a result of said fingerprinting and screening shall be prohibited from accessing the District's Facilities during Regular School Hours and during District events.

18. Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any party may convene such discussions by written notice, and shall reasonably accommodate the other party with respect to scheduling any such discussion. If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation in which both Parties must participate for a period not to exceed an additional thirty (30) days. The mediation shall be administered by a single mediator acceptable to both Parties. If the Parties are unable to agree on a mediator within (15) days of a Party's mediation demand, the Parties shall submit the dispute to mediation to be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. All expenses of the mediation will be borne by the Parties equally; however, each Party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of mediation-related documents. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review.

However, compliance with this process does not waive any party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation or administrative procedures. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

19. Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest, only to the extent that a different school district or municipality is the successor-in-interest. If either party sells any or all of the Facilities subject to this Agreement, the terms of this Agreement shall remain in full force and effect as to any remaining Facilities not sold or leased, but the availability of use of the Facility being sold or leased shall not run with the land and notwithstanding Section 13, this Agreement shall automatically terminate as to that Facility upon sale or lease of the Facility to a third party.

20. Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

21. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within Sacramento County.

22. Attorneys' Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

23. Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree that each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

24. Notices. Any notice to be given hereunder to either party shall be in writing and shall be given either by personal delivery (including express or courier service), by-mail, by receipt-confirmed facsimile, by registered or certified mail, with return receipt requested and postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

San Juan Unified School District
Attn.: Assistant Superintendent Facilities,
Operations, Transportation
6135 Sutter Avenue
Carmichael, CA 95608

With a copy to Legal Counsel:

Linda C. T. Simlick
General Counsel
P.O. Box 477
Carmichael, CA 95609-0477
lsimlick@sanjuan.edu

Megan E. Macy and Lauren Kawano
LOZANO SMITH
1 Capitol Mall, Suite 640
Sacramento, CA 95814
mmacy@lozanosmith.com
lkawano@lozanosmith.com

To Park District:

Michael Aho
District Administrator
4150 Temescal Street
Fair Oaks, CA 95628
maho@forpd.org

With a copy to Legal Counsel:

Richard P. Shanahan
Bartkiewicz, Kronick & Shanahan
1011 22nd Street
Sacramento, CA 95816-4907
rps@bkslawfirm.com

25. No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

26. **Amendments and Waivers.** No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the party against which enforcement or admission is sought or signed by both Parties.
27. **Entire Agreement.** Consistent with Section 2, this Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.
28. **Severability.** If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.
29. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document.
30. **Authority to Sign.** By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party on whose behalf he or she is signing.
31. **Represented by Counsel.** Each party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between the District and Park District as of the last date set forth below.

**SAN JUAN UNIFIED SCHOOL
DISTRICT**

By: Frank Camarda

Name: FRANK CAMARDA

Its: Assistant Superintendent Facilities,
Operations, Transportation

Date: _____, 2019

**FAIR OAKS RECREATION AND
PARK DISTRICT**

By: Michael J. Aho

Name: Michael J. Aho

Its: Park District Manager

Date: Sept. 10, 2019

APPROVED AS TO FORM

Linda C.T. Simlick
General Counsel, SJUSD

Date

09/09/19

EXHIBIT A

San Juan Unified School District Sites:

- 1) Bella Vista High School;
- 2) La Vista;
- 3) Earl Legette Elementary School;
- 4) Northridge Elementary School;
- 5) Orangevale Open K-8;
- 6) Twin Lakes Elementary School.
- 7) Meraki High School

EXHIBIT A continued

Fair Oaks Recreation and Park District Sites:

Fair Oaks Recreation & Park District - Parks & Facilities

Facility/Park	Address
Fair Oaks Park	11549 Fair Oaks Blvd.
Miller Park	8480 Sunset Ave.
Phoenix Park	9050 Sunset Ave.
Little Phoenix Park	9041 Phoenix Ave.
Plaza Park	7003 Park Dr.
Village Park	4238 Main St.
Montview Park	4401 Minnesota Ave.
Bannister Park	3820 Bannister Rd.
Madison Place Park	5524 Cannes Way
Vintage Woods	8822 Madison Ave.
Gum Ranch Park	New Development - 2020
Community Clubhouse	7997 California Ave.
VillaQe Hall	7997 California Ave.
Arts & Crafts Building	7997 California Ave.
Old Library Building	4200 Temescal St.
McMillan Center	11549 Fair Oaks Blvd.

EXHIBIT B

[Insert Use of School Facilities Handbook]

EXHIBIT C

Fair Oaks Recreation & Park District - Parks & Facilities Fees (Weekends Only}

Facility Park	SJUSD Cost	Public Cost
Custodian	\$25.00	\$25.00
Facility Setup Fee-flat rate (excluding Old Library & Fireside Room)	\$25.00	\$25.00
Clubhouse Auditorium - oer hour	\$42.50	\$85.00
Clubhouse Auditorium KITCHEN - flat rate	\$25.00	\$50.00
Clubhouse VillaQe Hall - oer hour	\$32.50	\$65.00
Clubhouse Villaoe Hall KITCHEN - flat rate	\$15.00	\$30.00
Old Library - oer hour	\$15.00	\$30.00
McMillan Center - oer hour	\$22.50	\$45.00
Arts & Crafts Building Entire Building- per hour	\$17.50	\$35.00
Arts & Crafts Buildino One Side - oer hour	\$10.00	\$20.00
Fireside Room - per hour	\$10.00	\$20.00
Bandshell - per hour	\$12.50	\$25.00
Fair Oaks Park BBQ Area - per hour	\$15.00	\$30.00
Fair Oaks Park BBQ Area Bounce House Fee -flat rate	\$10.00	\$10.00
Miller Park BBQ Area - per hour	\$10.00	\$20.00
Miller Park Covered BBQ Area - per hour	\$10.00	\$20.00
Miller Park BBQ Area Bounce House Fee - flat rate	\$5.00	\$10.00
BBQ Area Electricity - per use	\$10.00	\$10.00
Miller Park Tennis Courts - oer hour	\$5.00	\$10.00
Softball Field Baseball Field MP Field Rental-oer hour/oer field	\$10.00	\$20.00
Fair Oaks Park Softball Field Rental-LIGHTS-per hour/per field	\$20.00	\$20.00
Fair Oaks Park Softball Field Rental-Toilet Fee-per day	\$50.00	\$50.00
Fair Oaks Park Softball Field Rental-FIELD PREP-per prep/per field	\$35.00	\$35.00

GROUND LEASE AND CONSTRUCTION

AGREEMENT

By and Between

FAIR OAKS RECREATION & PARK DISTRICT

and

SAN JUAN UNIFIED SCHOOL DISTRICT

This Ground Lease and Construction Agreement (“Agreement”) is entered into as of [REDACTED] (“Effective Date”), by and between Fair Oaks Recreation & Park District, a public recreation and park district and a political subdivision of the State of California (“FORPD” or “Lessee”), and the San Juan Unified School District, a political subdivision of the State of California (“District” or “Lessor”).

RECITALS

The Parties enter into this Agreement on the basis of the following facts, understandings and intentions:

- A. District owns real property located at 4501 Bannister Rd. Fair Oaks, CA 95628 (“Site”), as more fully described in Exhibit A and depicted in Exhibit B; and
- B. California Education Code sections 10900, et seq., empower District and FORPD to cooperate with each other and enter into agreements for the purpose of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating recreational centers; and
- C. Education Code section 17077.40 explicitly authorizes the District to use grants to fund certain projects where the facilities are used jointly for both school and community purposes and therefore it is reasonable to understand, given the permissive education code, that other joint use arrangements are appropriate; and
- D. The District and FORPD entered into an agreement for the joint use and maintenance of the Site among other District and FORPD properties on September 1, 2019 (“Joint Use Agreement”); and
- E. Section 12 of the Joint Use Agreement between the Parties permits FORPD to make capital improvements to the facilities and sites that are covered by the Joint Use Agreement; and
- F. FORPD desires to develop a portion of the Site as further depicted in Exhibit “C” (“Property”) by constructing softball fields, new parking lot, restroom and associated park amenities; and
- G. District and FORPD have evaluated the design and construction of the softball fields, parking lot, restroom and associated park amenities on the Site, for joint use by FORPD and the District to serve the families, children, and District students in the surrounding communities; and
- H. The Parties desire to contract for FORPD to construct the softball fields, parking lot, restroom and associated park amenities and to concurrently amend the existing Joint Use Agreement so that such amended Joint Use Agreement also governs the use and maintenance of the new facilities.

- I. District and FORPD enter into this Agreement to set forth the terms and conditions upon with the Facilities (defined below) will be designed, constructed, operated and maintained by the Parties on the Site.
- J. District and FORPD intend for this Agreement to apply only to the lease of the Facilities and the construction of new Facilities. The Parties do not intend for this Agreement to modify, alter, or limit in any way the rights and obligations set out in the Joint Use Agreement, as amended. The Parties do not intend for the terms of this Agreement to impact any of the use of any of the sites in the Joint Use Agreement that are not the Property. The Parties intend that in the event of any irreconcilable conflict between the terms of this Agreement and the amended Joint Use Agreement, the terms of the amended Joint Use Agreement shall control.

AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, which are incorporated into this Agreement by this reference, and the covenants and promises hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1.1 The term “Approved Plans” means all of the plans, permits, and approvals required to construct the Project, including, but not limited to, all permits and approvals as are required by Sections 3.4 and 3.8 below.

1.2 The term “Completion” means the point where (1) FORPD’s contractor has fully and correctly performed all work in all parts and requirements, including corrective and punch list work as per the contractor’s Construction Contract with FORPD, and (2) District’s representatives have conducted a final inspection that confirmed this performance.

1.3 The term “Construction Contract” means the construction contract for the Project to be entered into by FORPD and a contractor.

1.4 The term “DSA” means the California Department of General Services, Division of State Architect.

1.5 The term “Facilities” means the buildings, structures, common areas, recreational areas and other improvements constructed, installed, or placed as part of the Project and any other improvements or alterations performed by FORPD on the Site pursuant to the terms of and during the term of the Agreement.

1.6 The term “Hazardous Materials” means any substance, material, or waste which is, or becomes, regulated by any local, county or regional governmental authority, the State of California, or the United States Government, including, but not limited to, any material or

substance which is (i) defined as a “hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.

1.7 The term “Project” means the design and construction of the Facilities, including softball fields, parking lot, restroom and associated park amenities all as more particularly set forth in the description set forth in Exhibit “D” to this Agreement.

2.0 LEASE OF THE PROPERTY

2.1 Lease Term. District leases the Property to FORPD for a term beginning on the Effective Date, and expiring at 11:59 p.m. on the day immediately preceding the twenty-five (25) year anniversary of the Effective Date (“Expiration Date”). Upon the Expiration Date, FORPD may renew this Agreement for an additional twenty-five (25) year term (“Renewal Period”) at its sole discretion. In order to renew this Agreement for the Renewal Period, FORPD shall provide the District written notice of such intent to renew in the manner provided for in Section 6.1 of this Agreement. At the end of the Renewal Period this Agreement shall terminate unless extended by written mutual agreement of the parties or earlier terminated pursuant to the terms of this Agreement.

2.2 Option to Purchase. Upon the Expiration Date or upon the earlier termination of this Agreement as defined herein, the District may extend to FORPD the option to purchase the Property as defined herein. If the District offers the FORPD the option to purchase the Property, then the Parties **will**, in good faith, commence negotiations for the sale and acquisition of the Property for a mutually satisfactory sales price and terms in accordance with applicable state laws. However, in the event the Parties cannot agree on a mutually satisfactory sales prices and terms, this Agreement does not create an obligation that the District sell the Property FORPD, nor does this Agreement create an obligation that FORPD purchase the Property from the District. If FORPD elects to not purchase the Property or if the District elects to not offer the Property for purchase, the District shall either terminate or renew this Agreement according to the provisions described herein.

2.3 Joint Use Agreement. The District and FORPD have entered into a Joint Use Agreement and the Parties have amended the Joint Use Agreement concurrent with the approval of this Agreement. The Joint Use Agreement, as amended (the “Amended Joint Use Agreement”), is attached as Exhibit E and it shall govern the relationship of the Parties for the use, management, operation, and maintenance of the Facilities. The terms of this Agreement shall govern only the lease of the Facilities, the performance of Project, and Completion of the Project as defined herein. The use, management, operation, maintenance, and any other terms related to the Facilities and the relationship between the Parties shall be governed by the Amended Joint Use Agreement.

2.4 AS-IS Condition. Except to the extent of the express covenants of the District set forth in this Agreement, FORPD accepts the Property in its present condition notwithstanding the fact that there may be certain defects in the Property, whether or not known to either Party to this Agreement at the time of the execution of this Agreement by FORPD, and FORPD hereby represents that it has performed all investigations it deems necessary, including, without limitation, soils and engineering inspections, in connection with its acceptance of the Property “AS IS”.

2.5 Rent. FORPD shall pay to District annual rent for each year of the lease term of One Dollar (\$1), payable annually on the Effective Date of this Agreement.

2.6 Permitted Uses of Property. FORPD will use the Property primarily for the purpose of constructing, operating, maintaining, managing, and using the Project and Facilities to provide the community recreation, park, and sports programs and services (which may include a food and drink concession) and joint uses by District in accordance with the terms of the Amended Joint Use Agreement. Except as specifically provided herein, the Property shall be used for no other purpose without the prior written consent of District. FORPD shall obtain and maintain all required state and local licenses and permits required for FORPD to use and provide the community recreation, park, and sports programs and services on the Property, and District agrees to cooperate with FORPD in obtaining and maintaining such permits, to the extent that District’s cooperation is reasonably necessary in connection with the same. FORPD shall materially comply with all applicable laws with respect to its use of the Property. FORPD shall, and shall use commercially reasonable efforts to ensure that, its directors, officers, agents, employees, invitees, volunteers and independent contractors observe and comply fully and faithfully with all reasonable and nondiscriminatory rules and regulations including all policies adopted by District related to the joint use of the Property; provided that such rules and regulations are consistent with those rules and regulations currently related to the joint use of the Property.

2.7 Prohibited Uses of Property.

2.7.1 FORPD shall not conduct or knowingly permit to be conducted any private or public nuisance on or about the Property, nor commit any active, physical waste thereon. No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of the Site, except in appropriate receptacles intended for such purposes, nor shall FORPD knowingly permit any portion of the Property to be maintained so as to render the Property a fire hazard or an imminent risk to public health and safety.

2.7.2 No condition shall be permitted to exist upon the Property which shall induce, breed or harbor infectious plant diseases, rodents, or noxious insects and FORPD shall take such measures as are appropriate to prevent any conditions from existing on the Property which create a danger to the health or safety of any persons residing or working at, or persons visiting, the Site.

2.7.3 No materially adverse environmental condition in violation of applicable laws shall be permitted to exist on any portion of the Property, nor shall any Hazardous Materials be permitted to be generated, treated, stored, disposed of, or otherwise deposited in or on or allowed to emanate from the Site or any portion thereof; provided, however, that Hazardous Materials may be stored or used, so long as such storage and use is (a) ancillary to the ordinary use and maintenance of the Property with the intent that such material will be used in the ordinary course of business, and (b) conducted in compliance with all applicable laws.

2.8 Improvements and Alterations. Except as otherwise expressly provided in this Agreement, no structures, improvements, alterations, or facilities shall be constructed, erected, altered, or made by FORPD at or upon the Property without the prior written consent of District, which consent shall not be unreasonably withheld, delayed or denied.

2.9 Ownership of Improvements during Term. Until the Expiration Date or sooner termination of this Agreement, FORPD shall own all Facilities and other improvements hereafter constructed, installed, or placed by FORPD upon the Property, and all alterations, additions, or betterments made thereto by FORPD.

2.10 Reversion of Improvements. Upon the Expiration Date or sooner termination of this Agreement in accordance with terms hereof, whether by cancellation, forfeiture or otherwise, (a) all structures, buildings, and other real property fixtures made to or upon the Property shall remain upon the Site as part thereof, and title thereto shall revert to District, and (b) FORPD shall retain ownership of, and remove and relocate to other FORPD land, all equipment, apparatus, removable structures, and other personal property installed or placed on the Property by FORPD.

2.11 Assignment and Subletting. FORPD may not assign this Agreement, or any part thereof, or sublet any portion of the Site without District's prior written consent, which consent shall not be unreasonably withheld, delayed or denied. Except as provided herein, no assignment or transfer shall be effective unless and until the proposed assignee executes and delivers to District an agreement, in a form reasonably satisfactory to District, assuming FORPD's obligations that have been specifically assigned. Thereafter, FORPD shall be relieved of all responsibility to District for performance of the obligations assumed by the assignee. The Parties acknowledge that FORPD may contract with a concessionaire to operate and manage a food/drink concession on the Property and agree that such a concessionaire agreement will not be considered a sublease within the meaning of this section.

2.12 Taxes and Assessments. Pursuant to Section 107.6 of the California Revenue and Taxation Code ("Code"), District hereby notifies FORPD that: (i) a possessory interest with respect to the Property is created and/or continued pursuant to the Agreement ("Possessory Interest") and may be subject to property taxation under the Code; and (ii) FORPD may be subject to, and shall bear, the payment of all property taxes and related charges and expenses attributable

to all periods during the term of this Agreement with respect to the Possessory Interest (collectively, “Taxes”). FORPD shall indemnify, defend and hold harmless District against all such Taxes (with respect to the Possessory Interest only) which may become payable by District during the term of this Agreement.

2.13 Inspection. District reserves and shall at any and all reasonable times, upon twenty-four (24) hours’ notice to FORPD, have the right to enter the Property to inspect same, to determine whether FORPD is complying with this Agreement, and to fulfill District’s obligations to FORPD hereunder. FORPD waives any claim for damages for injury, inconvenience, or interference, or any loss of occupancy or quiet enjoyment, caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity entering upon the Property under District’s direction or control.

2.14 Hazardous Material. Except to the extent caused by District, or caused by and/or emanating from other property owned by District, the District shall not be responsible for the presence of any Hazardous Materials placed, stored, or used on the Property by FORPD subsequent to the Effective Date of this Agreement or for the cost of any environmental clean-up or other necessary or required remediation with respect thereto. It shall be the sole responsibility of FORPD to investigate all aspects of the physical condition of the Property, including, but not limited to, the existence of any Hazardous Materials, and earthquake faults or other geologic hazards. FORPD shall indemnify, defend, and hold District harmless from any claim, suit, or action arising from the presence of any Hazardous Materials placed, stored, or used on the Property by FORPD subsequent to the Effective Date, and from any claim, suit, or action arising from any environmental clean-up or remediation with respect thereto; provided, however, that the above shall not apply to the extent caused by District, or caused by and/or emanating from other property owned by the District.

2.15 Title Reservations. FORPD expressly agrees that this Agreement and all rights hereunder shall be subject to all encumbrances, reservations, licenses, easements and rights of way of record (a) existing as of the Effective Date, or (b) otherwise referenced in this Agreement in, to, over or affecting the Property for any purpose whatsoever, or (c) consented to in writing by FORPD. Notwithstanding the foregoing or anything herein to the contrary, District agrees to reasonably cooperate with FORPD in FORPD’s efforts to address title matters, if any, which would prevent FORPD from proceeding with the development, construction, or use of the Project.

3.0 DESIGN AND CONSTRUCTION OF PROJECT

3.1 Construction Costs. Except as otherwise agreed between the parties, all costs to construct the Project shall be paid by FORPD. Such costs shall include, but not be limited to, Project design, title review, site testing and inspection, all required permits, governmental approvals, environmental review, construction, inspection, close-out, and Project management (“Project Costs”).

3.2 Evidence of Financing. FORPD shall provide District with written notice, reasonably satisfactory to District-in its reasonable discretion, that FORPD has the funding or secured the financing necessary to pay the Project Costs (“Financing Notice”) on or before [REDACTED] (“Financing Notice Date”). District acknowledges that reasonably satisfactory

evidence of funding or financing includes, without limitation, pledges made by FORPD benefactors, copies of relevant portions of final notes, guarantees, partnership, shareholder or limited liability company agreements, construction loan and/or permanent loan commitments, or financial statements. If FORPD fails to provide the Financing Notice by the Financing Notice Date, District may, in its reasonable discretion, terminate this Agreement. District shall provide FORPD with written notice of termination, which notice shall be effective the thirtieth (30th) calendar day from the date of the written notice.

3.3 Permits and Approvals. Subject to Section 3.5, prior to commencement of construction of the Project, FORPD shall, at its sole cost and expense, obtain all permits and approvals required to commence construction by any governmental agency with jurisdiction over all or portions of the Project.

3.4 District Cooperation. District shall cooperate with and assist FORPD, to the extent reasonably requested by FORPD, in FORPD's efforts to obtain the appropriate governmental approvals, consents, permits or variances which may be required in connection with the procurement of the approvals and permits for the Project (including, without limitation, applying for such permits in District's name). Such cooperative efforts may, without limitation, include District's joinder in any application for such approval, consent, permit or variance, where joinder therein by District is required; provided, however, that FORPD shall reimburse District for the actual costs incurred by District in connection with such joinder or cooperative efforts.

3.5 Environmental Review. The Project is a project subject to the California Environmental Quality Act ("CEQA"). FORPD shall be the lead agency with respect to environmental review under CEQA for the Project. FORPD shall prepare and complete any environmental studies and documents required pursuant to CEQA. FORPD shall be responsible for costs incurred in performing all required environmental review of the Project, including but not limited to the costs to retain all consultants. If, during or upon completion of environmental review, either Party determines that the Project is not feasible, either Party may terminate this Agreement upon thirty (30) calendar days' written notice to the other Party.

3.6 Schematic Plans. FORPD shall hire and retain an architect (the "Project Architect") to prepare and submit a schematic design for the Project to District. Within thirty (30) days of District's receipt of the schematic design, District shall approve the schematic design or provide FORPD with District's comments and revisions. FORPD shall consider District's written comments and revisions and resubmit the schematic design to District for approval. Within fifteen (15) days of FORPD's resubmittal, District shall approve the schematic design or provide FORPD with District's comments and revisions. District's approval under this section shall not be unreasonably conditioned, delayed or denied.

3.7 Plans, Drawings, and Specifications. All material meetings with the Project Architect shall be coordinated with District to ensure that one (1) or more District representatives will be available to attend. FORPD shall submit the final plans to District for review and approval, which approval shall not be unreasonably delayed, withheld or denied. All plans, drawings, and specifications shall be prepared by a licensed professional.

3.8 Construction in Accordance with Approved Plans/Project Inspector. The Project shall be constructed in material compliance with this Agreement and the Approved Plans. FORPD shall retain a project inspector qualified and approved by DSA to perform the duties of and act as the general building inspector for the Project. The inspector shall perform the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

3.9 Construction Schedule. Construction of the Project may not commence until (a) completion of the Approved Plans, (b) District approval of the Financing Notice, (c) FORPD has obtained all required governmental permits and approvals to commence construction of the Project, (d) completion of environmental review pursuant to Section 3.5, and (e) provision of the insurance policies or additional insured certificates required by Section 3.18 (collectively, the “Construction Pre-Conditions”). District shall provide FORPD with written notice of its approval for FORPD to proceed (“NOP”) with construction within thirty (30) business days of the satisfaction of all of the Construction Pre-Conditions. District’s delivery of the NOP shall constitute District’s approval of the satisfaction of the Construction Pre-Conditions or its waiver of the requirement to satisfy the same. FORPD shall achieve Completion within eighteen (18) months after District’s issuance of the NOP to FORPD. Once construction is commenced, it shall be diligently pursued to Completion, and shall not be abandoned for more than one hundred twenty (120) consecutive days, except as set forth in Sections 5.7 and 6.15.

3.10 Rights of Access during Construction. District representatives shall, upon twenty-four (24) hours’ notice to FORPD and at reasonable times during normal business hours, have the right of reasonable access to the Property for the purpose of ascertaining compliance with the terms and conditions of this Agreement, including but not limited to the inspection of the construction work being performed. Such access shall be reasonably calculated to minimize interference with FORPD’s construction and/or operations, and District shall comply with all applicable industry safety standards in connection with any such access. FORPD shall have the right to have a representative present to accompany the District representatives in connection with such access.

3.11 Notice of Completion/Close-out. Upon Completion of the Project, FORPD shall file or cause to be filed a timely Notice of Completion (“Notice of Completion”). FORPD shall also file or cause to be filed all close-out forms or documents reasonably required by DSA.

3.12 As-Built Plans. Upon Completion of the Project, FORPD shall deliver or cause to be delivered to District, at no cost to District, two (2) sets of reproducible final as-built plans and specifications of the Project as well as a link to a website containing the final as-built plans and specifications.

3.13 Use and Re-Use of Plans. FORPD shall use commercially reasonable efforts to ensure that contracts between FORPD and any architect, design professional or licensed contractor in connection with Project shall provide, in form and content reasonably satisfactory to District, for the assignment of any final, stamped Project-related plans and specifications to District upon any termination or expiration of this Agreement. Upon any such termination or expiration, District may, at its election, to the extent permitted by the underlying contract, use any such plans and specifications created by such architect, design professional or contractor in connection with such contract and the Project. If District reuses any Project-related plans or specifications, then District

shall hold FORPD harmless against all claims, damages, losses, and expenses arising from such reuse.

3.14 Protection of District. Nothing in this Agreement shall be construed as giving FORPD or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in any such manner as would give rise to the filing of mechanics' liens or other claims against District's interest in the Property.

3.15 Prompt Payment. FORPD shall carry out the construction of the Project in conformity with all applicable federal and state labor laws—including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices. FORPD shall be solely responsible for determining and effectuating compliance with such laws. FORPD shall indemnify, protect, defend and hold harmless District from and against any and all out-of-pocket loss, liability, damage, claim, cost, expense and/or "increased costs" (as defined in Labor Code section 1781) (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses but excluding lost profits, lost opportunities and other consequential, special or punitive damages) arising out of or in connection with the construction of the Project, including, without limitation, any of the following: (1) the noncompliance by FORPD or its contractors of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws—including, without limitation, if applicable, the requirement to pay state prevailing wages and hire apprentices); and (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law. The foregoing indemnity shall survive termination of this Agreement and shall continue after Completion of the construction of the Project by FORPD.

3.16 Liens. Subject to FORPD's rights to contest the same prior to payment, FORPD shall keep the Property and any improvements thereon free and clear of all stop notice liens and other liens arising out of or in connection with work done for FORPD and/or any parties claiming through FORPD. FORPD agrees to and shall indemnify, defend and hold District harmless from and against any claim, liability, out-of-pocket loss, damages, costs, expenses, reasonable attorneys' fees incurred in defending, and all other expenses on account of claims of lien(s) of laborers or materialmen or others for work performed or materials or supplies furnished to FORPD or persons claiming under it. (excluding lost profits, lost opportunities and other consequential, special or punitive damages). In the event any stop notice lien or other lien arising out of or in connection with work done for FORPD and/or any parties claiming through FORPD is recorded against the Property, FORPD shall, within the later of (a) thirty (30) days after the recording of such lien, or (b) five (5) business days after written demand from District is delivered to FORPD, furnish any one of the following, as determined by FORPD: (i) the bond described in California Civil Code Section 9364, or successor statute, which results in the removal of such lien from the Property, (ii) a set aside letter from FORPD's construction lender, in form and substance reasonably satisfactory to District, setting aside sufficient funds from FORPD's construction loan for the satisfaction of such lien, (iii) a title insurance policy or endorsement insuring District against any loss or liability arising out of such lien, together with any other evidence requested by District to evidence that such claim will be paid, removed or discharged as a claim against the Property and/or District, or (iv) otherwise satisfy and extinguish the lien.

3.17 Project Indemnification. For the purposes of the Project and until Completion thereof, FORPD shall indemnify, defend, and hold District, its Board (collectively and each individual member), employees, and agents harmless from and against all out-of-pocket liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, expert witness fees, and court costs (excluding lost profits, lost opportunities and other consequential, special or punitive damages) (hereinafter, collectively, "Claims"), arising from or as a result of the death or injury to any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person and which is caused by any acts or any errors or omissions of FORPD or any of its employees, agents, servants, invitees, contractors, or subcontractors arising from, related to, or connected with the construction of the Project; provided, however, FORPD shall not be required to indemnify, defend, and hold harmless for a Claim arising under this section if the Claim arises from or is caused solely by the acts, omissions, or errors of the entity or person seeking such indemnification or defense. District shall indemnify, defend, and hold FORPD, its Board (collectively and each individual member), employees, and agents harmless from and against all Claims, arising from or as a result of the death or injury to any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person and which is caused by any acts or any errors or omissions of District or any of its employees, agents, servants, invitees, contractors, or subcontractors arising from, related to, or connected with the construction of the Project; provided, however, District shall not be required to indemnify, defend, and hold harmless for a Claim arising under this section if the Claim arises from or is caused solely by the acts, omissions, or errors of the entity or person seeking such indemnification or defense. Upon Completion of the Project the indemnity provided for in the Amended Joint Use Agreement shall control.

3.18 Insurance during Construction. During the construction of the Project, FORPD shall obtain and maintain, or require the Project contractor or other consultants to obtain and maintain, the following insurance or self-insurance coverages:

3.18.1 Builder's Risk. This insurance shall be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction without restricting collapse coverage to specified perils. This insurance shall be written on a completed-value basis and cover the entire value of the Project.

3.18.2 General Liability. FORPD shall maintain general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than Three Million Dollars (\$3,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. FORPD's general liability policies shall be primary and shall not seek contribution from the District's coverage.

3.18.3 Automobile Liability. This insurance shall be written with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate. The insurance shall include coverage for all "owned," "hired" and "non-owned" automobiles, or coverage for "any auto."

3.18.4 Professional Liability. This insurance shall cover liability arising from any error, omission, negligent or wrongful act of the contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.). This coverage shall also provide an extended three (3) year reporting period commencing upon termination or cancellation of the Project. The limits of the coverage shall be Three Million Dollars (\$3,000,000) with respect to the Architect for the Project.

3.18.5 Additional Insured. The general liability and automobile liability insurance coverage shall name District as an additional insured. A duplicate policy or policies (or certificates of insurance) evidencing the insurance coverage, in such form as shall be reasonably acceptable to District, shall be provided to District prior to the commencement of construction. The policy or policies of insurance shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Lessor or ten (10) business days in case of cancellation for failure to pay the premium. At least ten (10) business days prior to the expiration of such policy, a certificate showing that such insurance coverage has been renewed shall be obtained by FORPD and filed with District.

3.19 Antidiscrimination during Construction. FORPD by and for itself and its successors and assigns covenants that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the course of construction of the Project.

4.0 MAINTENANCE, OPERATION AND JOINT USE OF FACILITIES

4.1 Ownership of Facilities. The Parties acknowledge and agree that the Facilities ownership is governed by Sections 2.9 and 2.10.

4.2 Joint Use of Facilities. District and FORPD shall jointly use Facilities in the manner set forth in the Amended Joint Use Agreement.

4.3 Maintenance and Repair. Maintenance and repair of the Facilities and related costs shall be governed by the terms of the Amended Joint Use Agreement executed between the Parties.

4.4 Damage and Destruction. If the Facilities or any part of them are destroyed or substantially damaged by a fire, flood, or other risk occurrence, then FORPD may decide and elect whether to repair and restore the destroyed or damaged Facilities. FORPD shall notify District about its election in writing within 60 days following the date of the damage or destruction. If FORPD elects to repair and restore the Facilities, then FORPD shall proceed to repair and restore the Facilities on substantially the same plans and design that existed before the damage or destruction and FORPD shall diligently proceed to complete the repairs and restoration (subject to the availability of insurance proceeds or other funding). If FORPD elects not to repair and restore the Facilities, then the Agreement and Amended Joint Use Agreement shall continue in effect as to the remaining Facilities.

5.0 DEFAULTS, REMEDIES AND TERMINATION

5.1 Applicability. The terms contained within Section 5 shall only have force and effect during the term of the Project as defined herein and agreed to by the Parties. The terms of this Section 5 shall cease to have force and effect upon Completion of the Project. The terms of the Amended Joint Use Agreement shall control commencing upon Completion and shall survive the term of this Agreement.

5.2 Defaults General. Subject to the extensions of time set forth in Sections 5.7 and 6.15 below, failure by either party to perform any material term or provision of this Agreement constitutes a default under this Agreement; provided, however, the party shall not be deemed to be in default if (i) such party cures, corrects, or remedies such default within thirty (30) business days after receipt of a notice specifying such failure or delay, or (ii) for such defaults that cannot reasonably be cured, corrected, or remedied within thirty (30) business days, if such party commences to cure, correct, or remedy such failure or delay within thirty (30) business days after receipt of a notice specifying such failure or delay, and diligently prosecutes such cure, correction, or remedy to completion.

5.3 Notice of Default. The party claiming breach shall give written notice of default to the party in default, specifying the default with reasonable specificity. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) business days after giving such notice. Except as otherwise expressly provided in this Agreement, any failure or delay in giving such notice or in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive either party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.4 Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or in equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall either party be entitled to obtain monetary damages of any kind from the other party, including, but not limited to, damages for economic loss, lost profits, or any other economic or consequential damages of any kind, except for actual out-of-pocket costs incurred by the non-defaulting party as a result of nonperformance of the defaulting party's covenants under this Agreement. Such legal actions must be instituted in the Superior Court of the State of California, County of Sacramento.

5.5 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

5.6 Termination by District. Subject to Sections 5.2, 5.3, 5.7, and 6.15, the District may terminate this Agreement if any of the following occurs:

- (i) FORPD does not timely submit to District FORPD's evidence of insurance pursuant to Section 3.18 ;
- (ii) FORPD fails to timely secure all of the approvals and permits required pursuant to Section 2.6 and Section 3.3;
- (iii) FORPD fails to timely commence construction of the Project;
- (iv) FORPD fails to timely achieve Completion of the Project;
- (v) FORPD transfers, assigns or sublets any of its rights or obligations under this Agreement in violation of Section 2.11;
- (vi) FORPD is the subject of any voluntary or involuntary proceeding in bankruptcy (which proceeding is not dismissed within sixty (60) days of the date of filing); or
- (vii) FORPD is in default of any of the material covenants, terms, and conditions, including, but not limited to, FORPD's obligation to pay rent, of this Agreement.

In the event of any of the foregoing, District, at its option, may deliver a thirty (30) business day written notice of termination to FORPD and, if the applicable requirement has not been satisfied (or waived by District) within said time period, or such additional period of time as is reasonably necessary to satisfy said requirement (provided FORPD commences to satisfy said requirement within said thirty (30) business day period and diligently proceeds to satisfy said requirement), this Agreement shall terminate. Termination under this Section 5.6 shall not have any effect on the rights and obligations held by the Parties under the Amended Joint Use Agreement. The Amended Joint Use Agreement and the terms contained therein shall survive the termination of this Agreement.

Termination by FORPD. In the event that FORPD is not in default under this Agreement and, in addition to any other of FORPD's right to terminate this Agreement, FORPD may terminate this Agreement if District is in material breach of the terms of the Agreement or at FORPD's convenience prior to commencement of any construction on the Property. In such event, FORPD, at its option, may deliver a thirty (30) business day written notice of termination to District and, if the applicable requirement has not been satisfied (or waived by FORPD) within said time period, or such additional period of time as is reasonably necessary to satisfy said requirement (provided District commences to satisfy said requirement within said thirty (30) business day period and diligently proceeds to satisfy said requirement), this Agreement shall terminate. Termination under Section 5.6 shall not have any effect on the rights and obligations held by the Parties under the Amended Joint Use Agreement. The Amended Joint Use Agreement and the terms contained therein shall survive the termination of this Agreement.

5.7 Force Majeure; Extensions of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods,

earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, inclement weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts of the other party, acts or failure to act by District or any other public or governmental agency or entity (except that any act or failure to act of District shall not excuse performance by District), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) business days of knowledge of the commencement of the cause. A party claiming delay under this provision shall use its best efforts to promptly implement a plan to ensure the continued ability to perform its obligations and promptly bring to an end the force majeure condition.

6.0 GENERAL PROVISIONS

6.1 Notices. Notices, demands, and communications between FORPD and District shall be sufficiently given if (a) personally delivered, or (b) delivered by a reputable document delivery service that provides a receipt showing date and time of delivery, or (c) delivered by United States mail, certified postage prepaid, return receipt requested, or (d) by email, provided that such email shall be followed within one (1) business day by delivery of such notice pursuant to clause (a), (b) or (c) above, to the offices of FORPD and District, as follows:

To District:

San Juan Unified School District
Attn.: Chief Operations Officer
6135 Sutter Avenue
Carmichael, CA 95608
frank.camarda@sanjuan.edu

With a copy to Legal Counsel:

Linda C. T. Simlick
General Counsel
P.O. Box 477
Carmichael, CA 95609-0477
lsimlick@sanjuan.edu

Megan E. Macy
LOZANO SMITH
One Capitol Mall, Suite 640
Sacramento, CA 95814
mmacy@lozanosmith.com
lkawano@lozanosmith.com

To Park District:

Michael Aho
District Administrator
4150 Temescal Street
Fair Oaks, CA 95628
maho@forpd.org

With a copy to Legal Counsel:

Andrew Ramos
Bartkiewicz, Kronick & Shanahan
1011 22nd Street
Sacramento, CA 95816-4907
ajr@bkslawfirm.com

Notices personally delivered or delivered by document delivery service shall be effective upon receipt. Mailed notices shall be effective at the earlier of (i) Noon on the second business day following deposit with the United States Postal Service, or (ii) actual delivery (whether accepted or refused) as evidenced by printed confirmation if by email (provided that if any notice or other communication to be delivered by email as provided above cannot be transmitted because of a problem affecting the receiving party's computer, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or communication so made shall be deemed effective on the first (1st) business day after the day of actual delivery. Such written notices, demands, and communications may be delivered or sent in the same manner to such other addresses as either party may from time to time designate by written notice provided in accordance with this Section 6.1.

6.2 Quiet Enjoyment. On FORPD's observation and performance of all of the covenants, terms, and conditions of this Agreement to be observed and performed by FORPD, FORPD shall peaceably and quietly hold and enjoy the Property from and after its delivery to FORPD without disturbance from District; this is subject, however, to (a) the rights of the parties as set forth in this Agreement, and (b) the terms of any instruments or encumbrances to which this Agreement is subordinate.

6.3 Independent Contractors. Neither Party, nor its employees, agents, officers, or representatives, shall be deemed employees, agents, officers, or representatives of the other Party.

6.4 Conflicts of Interest. No member, official, officer, employee, agent, representative, or consultant of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official, officer, agent, representative, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she has a direct or indirect interest. District warrants that it has not paid or given, and will not pay or give, any such member, official,

officer, employee, agent, representative, or consultant of FORPD any money or other consideration for obtaining this Agreement.

6.5 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when this Agreement has been signed by all the parties hereto, shall be deemed to be an original.

6.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof.

6.7 Conflicting Terms. In the event of any irreconcilable inconsistency or conflict between the Agreement and the Amended Joint Use Agreement, the terms, conditions and provisions of the Amended Joint Use Agreement shall govern and control.

6.8 Third Party Beneficiaries. Nothing in this Agreement is intended to create any third party beneficiaries to this Agreement.

6.9 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of FORPD or District, and all amendments hereto must be in writing and signed by the appropriate authorities of FORPD and District.

6.10 Amendment. This Agreement and any provisions hereof may only be amended by mutual written agreement executed by authorized representatives of District and FORPD. Amendment of this Agreement by either Party is only effective upon approval of such amendment by each Party's Governing Board..

6.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.12 Severability. If any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its reasonable discretion to terminate this Agreement upon providing 30-day prior written notice of such termination to the other Party.

6.13 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

6.14 Recording. Unless the parties agree otherwise in writing in advance, on or before the Effective Date, FORPD and District shall execute a Memorandum of Lease substantially in the form of Exhibit "F" attached hereto (the "Memorandum of Lease"). At FORPD's option, FORPD

shall cause the Memorandum of Lease to be recorded at FORPD's sole cost and District shall be solely responsible for any transfer taxes or fees required to be paid in connection with the recording of the Memorandum of Lease.

6.15 Deadlines. The deadlines and time periods in the Agreement may be extended or modified by mutual written consent of the Parties.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the later of the dates set forth next to the signatures below (the “Effective Date”), which date shall be inserted into the preamble to this Agreement.

FAIR OAKS RECREATION & PARK DISTRICT, a public recreation and park district and a political subdivision of the State of California

Dated: _____

By: _____

Michael J. Aho, District Administrator

SAN JUAN UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California

Dated: _____

By: _____
Superintendent

EXHIBIT "A"
LEGAL DESCRIPTION OF SITE

Attachment A

EXHIBIT 'A'

La Vista Center
Lease Area to
Fair Oaks Recreation & Park District

All that real property situate in the County of Sacramento, State of California being a portion of Lots 12, 14 and 16, Block 11 as shown on the plat of "Fair Oaks Addition Sunset Colonies" filed in the office of the County Recorder of Sacramento County in Book 3 of Maps, Page 26 and being more particularly described as follows:

All that portion of the South 42.00 feet of the East One-half of Lot 12, Block 11 and the East One-half of Lots 14 and 16, Block 11 of said "Fair Oaks Addition Sunset Colonies" lying South and West of the following described line:

COMMENCING at a 2" brass disk set in a standard monument well stamped "Sacramento Co. Municipal Services" marking the centerline of Bannister Road at the intersection of the South line of "Bannister Heights" subdivision filed in the office of the County Recorder in Book 78 of Maps, Page 25; thence along the centerline of Bannister Road, South 00°49'20" East, 329.13 feet; thence leaving said centerline, South 89°33'12" West, 30.00 feet to a point on the West line of said Bannister Road and the POINT OF BEGINNING of the described line; thence leaving the West line of said Bannister Road and continuing South 89°33'12" West, 349.28 feet; thence North 00°37'56" West, 328.87 feet to a point on the South line of said "Bannister Heights" and the terminus of said described line.

EXCEPTING THEREFROM the East 60.00 feet of said Lots 12, 14 and 16.

The above-described area contains 6.918 acres, more or less.

End of Description

This description was prepared by me or under my direct supervision.

Kevin A. Heeney, P.L.S. 5914



08/17/2022
Date

EXHIBIT “B”
DEPICTION OF SITE

Attachment B

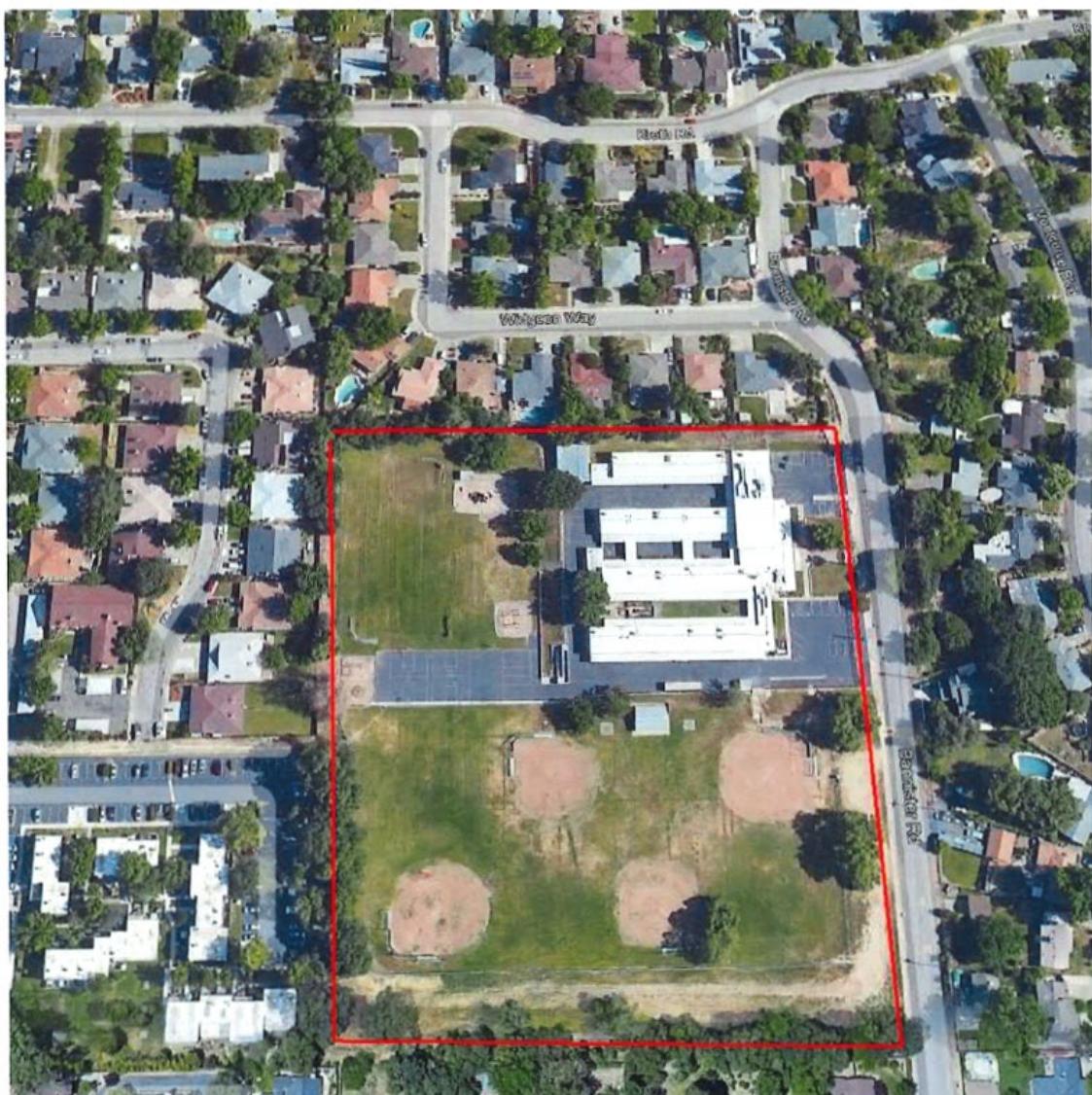


EXHIBIT "C"

PROPERTY



EXHIBIT "D"
PROJECT DESCRIPTION



CONCEPTUAL PLAN - OPTION A

LA VISTA
4051 BANNISTER ROAD
FAIR OAKS, CA 95628



LAW
SPOI
245
S

VERDE DESIGN

EXHIBIT “E”

AMENDED JOINT USE AGREEMENT

AMENDMENT NO. 1
TO JOINT USE AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of _____, 2022 by and between Fair Oaks Recreation & Park District, a public recreation and park district and a political subdivision of the State of California (“FORPD”), and San Juan Unified School District, a political subdivision of the State of California (“District”).

1. Recitals. This Amendment is made with reference to the following background recitals:

1.1. On September 1, 2019, the parties entered into the Joint Use Agreement (the “Agreement”), which is on file in the District office, concerning the joint use of FORPD and District facilities.

1.2. Concurrent with the approval of this Amendment, the parties have approved the Ground Lease and Construction Agreement (“Lease”) concerning the lease and construction of facilities by FORPD at District’s La Vista site located at 4501 Bannister Road, Fair Oaks, CA 95628. The Lease provides that the parties will amend the Agreement concurrent with the approval of the Lease. The Lease further provides that the Lease will govern the lease, design, and construction of new facilities at the La Vista site, and that the amended Agreement will govern the relationship of the parties regarding the use, management, operation, and maintenance of the facilities at the La Vista site.

1.3. The parties acknowledge that the Lease is a “separate agreement” governing improvement to District property within the meaning of Agreement section 12.

1.4. The parties now desire to amend the Agreement concurrent with the parties’ approval of the Lease. The parties intend for this Amendment to set forth new and modified Agreement terms specific to the La Vista site.

2. Definitions. The following terms shall have these meanings for purposes of this Amendment:

2.1. “La Vista Facilities” mean “Facilities” as that term is defined in the Lease.

2.2. “La Vista Property” means “Property” as that term is defined in the Lease.

3. Amendments to Agreement. The parties amend the Agreement as follows:

3.1. Agreement sections 1 and 4(b) are modified to add the following provision relating to the La Vista Facilities and La Vista Property:

The Facilities include the La Vista Facilities to be constructed and installed by FORPD under the terms of the Lease. FORPD shall operate, manage, maintain, and repair the La Vista Facilities and control and manage the use of the La Vista Facilities, including the scheduling of such use. FORPD shall be the principal user of the La Vista Facilities and shall have the first and senior priority to such use at all times. FORPD may use the La

Vista Facilities for adult recreational programs subject to the terms of the Agreement. District may use the La Vista Facilities only when such use would not interfere with FORPD use. Any District use must be scheduled through and approved by FORPD.

3.2. Agreement section 2 is modified to add the following provision relating to the La Vista Facilities and La Vista Property:

The Agreement term as applied to FORPD's use of the La Vista Facilities and La Vista Property shall be concurrent with the term of the Lease. If the Lease is terminated or expires, the Agreement term shall revert to Agreement section 2.

3.3. Agreement section 3 is modified to incorporate the Lease as an additional contract that sets forth the parties' understanding relating to the Facilities.

3.4. Agreement section 5 is modified to add the following provision relating to the La Vista Facilities and La Vista Property:

FORPD at its cost shall operate, manage, maintain, and repair the La Vista Facilities and La Vista Property. FORPD shall not pay any fees to District for the use of the La Vista Facilities and La Vista Property.

3.5. Agreement section 15 is modified to provide that any District termination of the Agreement under that section shall not apply to FORPD's right to use the La Vista Facilities and La Vista Property and that, in the event of such a termination, the Agreement shall continue in effect with respect to the La Vista Facilities and La Vista Property for the term of the Lease.

4. No Effect on Other Provisions. Except for the amendments in section 3, the remaining provisions of the Joint Use Agreement are unaffected and remain in full force and effect.

FAIR OAKS RECREATION & PARK DISTRICT

SAN JUAN UNIFIED SCHOOL DISTRICT

By: _____
Michael J. Aho, District Administrator

By: _____
Frank Camarda, Chief Operations
Officer

EXHIBIT “F”

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

San Juan Unified School District
6135 Sutter Avenue
Carmichael, CA 95608
Attn: Assistant Superintendent Facilities,
Operations, Transportation

Space Above Line For Recorder's Use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURUSANT TO SECTION 27383 OF THE CALIFORNIA
GOVERNMENT CODE.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Memorandum”) is executed pursuant to the terms and conditions of that certain Ground Lease and Construction Agreement (“Agreement”) by and between the San Juan Unified School District, a public school district existing under the laws of the State of California (“District”), and Fair Oaks Recreation and Parks District (“FORPD”). A copy of the Agreement can be obtained at the offices of the District during regular business hours.

The purpose of this Memorandum is to help assure that the terms and conditions of the Agreement inure to the benefit of and are binding upon all successors and assigns of FORPD and District.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Memorandum.

Dated: _____

DISTRICT

San Juan Unified School District

FORPD

Fair Oaks Recreation and Parks District

By: _____

By: _____

ATTACH NOTARY ACKNOWLEDGMENT

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

AGENDA ITEM: I-1
MEETING DATE: 09/27/2022

SUBJECT: Summer Learning

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

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board hear the report on summer learning opportunities for the summer of 2022.

RATIONALE/BACKGROUND:

The intent of this report is to highlight the innovative programs and opportunities that occurred this summer for student learning. The Expanded Learning Opportunities (ELO) Grant and the Elementary and Secondary School Emergency Relief Fund (ESSER III) allowed for supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports. This funding provided the district the opportunity to implement a comprehensive and responsive learning recovery program as well as enrichment opportunities to reconnect students to school communities. In an effort to be responsive with the allocations, sites were also given local control to determine what actions would best meet the needs of students based on conducting needs assessments. This summer our school sites, collaborating with community partners, created high interest learning opportunities for students across the district. Each site was able to create and build programs to meet the needs of all students.

ATTACHMENT(S):

A: Presentation

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1&2 Focus: All

Action: N/A

Strategic Plan: N/A

PREPARED BY:

Kristan Schnepp, Assistant Superintendent, Secondary Education and Programs KS
Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education and Programs

ATS

APPROVED BY:

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support MBS
Kent Kern, Superintendent of Schools KK

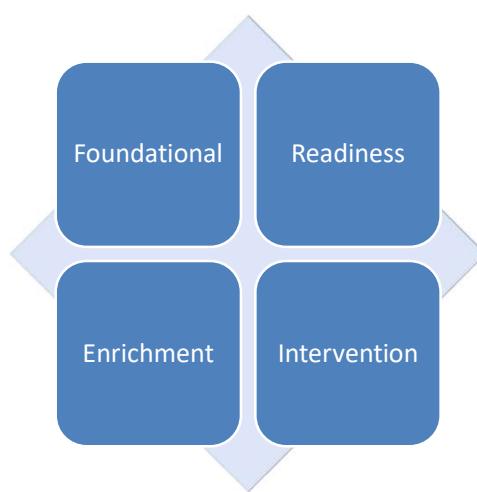
2022 Summer Learning

San Juan Unified School District
Board of Education
September 27, 2022



1

Summer School Scope



2

Summer School Data

Total
students= 8156

- High school 3043
- Middle School 1013
- Elementary 4100

Total Cost

- \$3,203,397

Budgets Utilized

- Title Funds
- Local Control Funding Formula
- Expanded Learning Opportunity (ELO) Grant
- Elementary and Secondary School Emergency Relief (ESSER) III Funds



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

22 School sites

2600+ Students served

174 Teachers

134 Classified staff

120 Student interns



My sweet students learning and having so much fun!

~Shea McKown (Teacher)



Program Design

OSLA supported sites differentiated and developed (grades K-8th)

Menu of options:

- National Inventors Hall of Fame: Camp Invention
- Tinker Coding Program
- Cloud 9, Club Kiwi - Social emotional learning
- Arts Attack
- Teacher created programs

Students identified by need and invited by site staff



5



OSLA Supported Summer Programs

Camp Kinder

Kindergarten - grade 1 Boost

Cottage - Montessori

Home School Summer - STEM



6



Camp Invention Plus

- K-8th grades
- National Inventors Hall of Fame - Language through STEM
- Arts Attack – Visual and Performing Arts
- Tinker - Coding
- Cloud 9 Club Kiwi - Social Emotional Learning



Emerging Bilingual Programs

- Welcoming Newcomers
- Pathways at Encina in support of multilingual learners



7



Elementary Site Based Programs

15 programs offered at 12 elementary school sites

Targeted low socioeconomic status (SES), English Learners (EL), chronically absent, students with disabilities (SWD)

6 partnership programs with Fulton-El Camino Park District, SeaQuest and Superior Sports



8



Elementary Academics and Enrichment

Intervention

- Reading
- Writing
- Math

Enrichment

- STEAM
- Science
- Music
- Gardening
- Art



9



AEROSPACE MUSEUM OF CALIFORNIA

300 rising 3rd-6th graders

- Meals provided
- Classified employee chaperones

Three - 1 week long camps

- Out of this World - Space
- Ready, Set, Build - Engineering
- Engineering Cleared for Takeoff - Aviation

Transportation provided from:

- Kingswood
- Mariposa
- Starr King
- Carmichael
- Dyer-Kelly
- Greer



10

Enrichment



Middle School Career Technical Education Summer Program: Enrichment

Total: 135 Students

Auto Mechanics – 30 students
Computer Science – 41 students
Construction – 32 students
Dental Careers – 12 students
Medical Assistant - 20 students

Technical Skills

Hands-on Training



San Juan
Unified School District



Middle School Summer Enrichment

50 classes offered at 6 sites

Over 1000 students participated in programs

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

Sample Classes

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



High School Enrichment

335 students

14 programs

6 sites



STOCK INVESTMENT
CAMP



COMPUTER
PROGRAMMING



FUTURE TEACHERS
CLUB



SCIENCE CAMP



INTERNSHIPS



13

Math Camp: Readiness

4 high schools

3 middle schools

3 elementary schools

272 total students

Expanded to include grades 2nd - 9th

More flexibility by school to allow more sites to work with their own kids

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

Perfect training ground for Building Thinking Classrooms strategies



14



High School Credit Recovery

Seat Based:
Del Campo High
School/Encina
Preparatory High
School

Summer session	Students enrolled	Courses completed	Credits earned
1	397	355	1,775
2	262	254	1,270
Total	659	609	3,045

Independent Study

Summer session	Students enrolled	Courses completed	Credits earned
1	1,128	844	4,220
2	1,337	1,049	5,245
Total	2,465	1,893	9,465



15

Extended School Year Program

School Sites and Enrollment

• Preschool:

- Marvin Marshall – 10 students
- Garfield – 96 students
- General Davie – 21 students

• Mild Moderate Programs:

- Orangevale – 137 students
- Sierra Oaks – 148 students
- La Vista Center – 139 students

• Moderate Severe Programs:

- Coyle – 166 students
- Mesa Verde – 256 students (middle, high school, and adult)
- Ralph Richardson Center – 57 students (preschool - adult)



16

Extended School Year (ESY)

Curriculum:

K-8 Moderate/Severe students: leveled Unique Learning System packets were created for teachers

Grade 9 – Adult Moderate/Severe: leveled Unique Learning System packets were created for teachers

K – 5 Mild/Moderate: 95% Phonics Booster; Heggerty Phonics; Novel Units; Step Up To Writing; Daily Math Lessons

Middle- High School Mild/Moderate: Rewards Reading; Step Up To Writing; Daily Math Lessons



Staff Training:

Trained ESY teachers for six hours on June 16

District supported classroom specific training for instructional assistants on June 17

17



Next Steps

- 
- ❖ Continue to review
 - Data
 - Student feedback
 - Teacher feedback
 - ❖ Plan summer sessions for summer 2023 based on feedback

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

AGENDA ITEM: I-2

MEETING DATE: 09/27/2022

SUBJECT: Early Literacy Support Block (ELSB)
Grant Annual Update

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board be updated on the progress of the Early Literacy Support Block grant and approve the modification of the Literacy Action Plan to reflect these updates.

RATIONALE/BACKGROUND:

At the end of the second year of grant eligibility (Implementation Year 1), a local educational agency (LEA) with an eligible school shall, as a non-consent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy action plan. The LEA may modify the literacy action plan based on this update, consistent with the authorized uses of the grant funds.

ATTACHMENT(S):

A: ELSB Grant Annual Report Presentation

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Board of Education Meeting: 01/26/2021

Superintendent's Cabinet: 10/04/2021 and 09/19/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ 613,140

Funding Source: base and supplemental

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

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: 2 Focus: 1

Action: 10

Strategic Plan: Strategy 2

PREPARED BY:

Nicole Kukral, Director, Professional Learning and Innovation

AT

Amberlee Townsend-Snider, Assistant Superintendent, Elementary Education and Programs

APPROVED BY:

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MB*

Kent Kern, Superintendent of Schools *KK*

Early Literacy Support Block Grant Updates - Dyer-Kelly

San Juan Unified School District
Board of Education
September 27, 2022



1

Early Literacy Support Block Grant (ELSB) Background & Purpose

- Dyer-Kelly identified as one of 75 schools statewide with the highest percentage of students in grade three scoring at the lowest achievement standard level on the State Summative English Language Arts (ELA) assessment
- California Department of Education (CDE) awarded Dyer-Kelly \$613,140 to **develop and implement a three-year literacy action plan** to include:
 - goals and actions to improve literacy instruction
 - identified metrics to measure progress toward the goals
 - planned expenditures that fund supplemental activities targeted for K-3



2

Planning Year

- 2020-2021 Dyer-Kelly Literacy Action Team conducted Needs Assessment and Root Cause Analysis
- Outcomes indicated:
 - A majority of Dyer-Kelly students were unable to decode complex, grade-level texts by the end of third grade
 - K-3 student needs in the following areas:
 - phonemic awareness instruction
 - oral reading fluency
 - site-wide common assessments
 - foundational skills
 - school-wide teaching strategies



3

Four Areas of Focus

Based on Needs Assessment & Root Cause Analysis outcomes, four areas of focus were identified:

- Literacy Coaching
- Language Essentials for Teachers of Reading & Spelling (LETRS) Learning
- Supplemental Curriculum Selection
- School Scheduling



4

Literacy Coach

Next Steps:

Implementation Year 1 2021-2022

- Contracted with Consortium on Reading Excellence (CORE) for literacy coaching
- Teacher participated in LETRS program instruction K–3
- Identification of systematic phonics program for core and intervention instruction
- Identified need for increased ELA and Intervention minutes across K-3

Implementation Year 2 2022-2023

- Literacy Action Team to review specific role of CORE literacy coach



5

LETRS Learning

Next Steps:

Implementation Year 1 2021-2022

- District Teacher on Special Assignment (TOSA) facilitated LETRS training across K-3 grade levels
- LETRS teaches the skills needed to master the fundamentals of reading instruction
 - phonological awareness
 - phonics
 - fluency
 - vocabulary
 - comprehension
 - writing
 - language

Implementation Year 2 2022-2023

- Continued teacher enrichment and professional training through LETRS
- Teachers will participate in the second year of LETRS training with support from ELA TOSAs



6

Supplemental Curriculum

Implementation Year 1 2021-2022

- Teachers identified need for systematic phonics instruction, including screeners
- 95% Core Phonics program and the Phonics Lesson Library purchased to support systematic phonics instruction K-3



Next Steps:

Implementation Year 2 2022-2023

- Beginning of year training for 95% group curriculum
- Use assessment data to identify classroom instructional and intervention needs
- Teachers will use end of cycle and end of year student data to assess effectiveness of supplemental curriculum

7



Scheduling

Implementation Year 1 2021-2022

- Master schedule revised to ensure the needed designated literacy and intervention blocks incorporated
 - ELA block increase to at least 50 minutes
 - Addition of 30 minute intervention block



Next Steps:

Implementation Year 2 2022-2023

- K-3 teachers will utilize literacy block and intervention block to implement systematic phonics instruction

8



Moving Forward

- Plans for Implementation Year 2 – 2022-2023
 - Literacy Coaching
 - LETRS Learning
 - Supplemental Curriculum Selection
 - School Scheduling
- Implementation Year 3 – 2023-2024
 - Continued collection of data from literacy assessments
 - Continued evaluation of supplemental curriculum(s) based on data
 - LETRS support for new teachers



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

AGENDA ITEM: I-3

MEETING DATE: 09/27/2022

SUBJECT: Public Hearing: Sufficiency of
Textbooks and Instructional Materials

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

DEPARTMENT: Professional Learning and Curriculum Innovation

ACTION REQUESTED:

The superintendent is recommending that the board hold a public hearing to discuss and adopt Resolution No. 4038 stating that each pupil in each school in the district has sufficient textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

RATIONAL/BACKGROUND:

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

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

ATTACHMENT(S):

- A: Resolution No. 4038
- B: Public notice
- C: TK-12 board-adopted textbooks and instructional materials
- D: Explanation of the methods followed to ensure sufficient textbooks and instructional materials

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 8

Action: 1.8a Measurable Outcome

Strategic Plan: N/A

PREPARED BY:

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

APPROVED BY:

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*

**Resolution No. 4038
Public Hearing Re: Education Code 60119
TK-12 Instructional Materials Fund**

WHEREAS, the Governing Board of San Juan Unified School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 27, 2022, at 6:30 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

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

THEREFORE BE IT RESOLVED that in the 2022 - 2023 school year, the San Juan Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

IN WITNESS WHEREOF, the passage of the foregoing resolution in the manner and form prescribed by law, we, the members of said Governing Board present and voting hereon, have hereunto set our hands this 27th day of September 2022.

Michael McKibbin, Ed.D., President

Zima Creason, Vice President

Pam Costa, Clerk

Paula Villescaz, Member

ATTEST:

Kent Kern, Executive Secretary

Saul Hernandez, Member

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

PUBLIC NOTICE

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

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

The public hearing before the Board of Trustees regarding this issue will be held on September 27, 2022, starting at 6:30 p.m. in the Board Room at the San Juan Unified School District office located at 3738 Walnut Avenue, Carmichael, CA.

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

September 13 through September 27, 2022



San Juan Unified School District

Williams Required Board Adopted Textbooks**Transitional Kindergarten**

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

Uses Kindergarten materials for other subjects

Kindergarten

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

First Grade

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

Second Grade

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

Third Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780328784035	enVision MATH: Common Core, Lvl 3	Textbook	Pearson		2015
Math - DI	9780328803934	enVision MATH: Common Core: En español, Lvl 3	Textbook	Pearson		2015
ELA	Various	Benchmark - Advance - Texts for Close Reading Consumable Textbooks Units 1-10 - Grade 3	10 Booklets	Benchmark		2017
ELA - DI	Various	Benchmark - Adelante - Textos para La Lectura Atenta Units 1-10 - Grade 3	10 Booklets	Benchmark		2017
History	n/a	California Studies Weekly - Grade 3	Newspaper	Studies Weekly		2019
Science	978-1-78916-128-1	Grade 3, Module 1, Student TwigBook: The Ultimate Playground	Workbook	Twig		2020
Science	978-1-78916-129-8	Grade 3, Module 2, Student TwigBook: Welcome to the Biome	Workbook	Twig		2020
Science	978-1-78916-130-4	Grade 3, Module 3, Student TwigBook: How to Survive an Ice Age	Workbook	Twig		2020
Science	978-1-78916-131-1	Grade 3, Module 4, Student TwigBook: Weather Warning HQ	Workbook	Twig		2020

Fourth Grade

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

Fifth Grade

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

Sixth Grade

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

Seventh Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780544202610	Go Math: Middle School Grade 7	Consumable Textbook	Houghton Mifflin Harcourt	Math 7 CC	2015
Math	9780544247963	Go Math: Middle School Accelerated Grade 7	Consumable Textbook	Houghton Mifflin Harcourt	Math 7 XL	2015
ELA	n/a	Amplify ELA/ELD Grade 7 California Edition Digital	Digital Textbook	Amplify Education	English 7	2017
ELA	9781620140109	Summer of the Mariposas	Novel	Amplify Education	English 7	2017
ELA	9780679755333	A Raisin in the Sun	Novel	Amplify Education	English 7	2017
ELA	9780000000101	Amplify ELA Grade 7 Anthology	Textbook	Amplify Education	English 7	2017
ELA	9780000000018	Amplify ELA Grade 7 Solo Workbook	Consumable Textbook	Amplify Education	English 7	2017
History	9780076755974	Impact California Social Studies - World History and Geography - Medieval and Early Modern Times -	Textbook	McGraw-Hill	Studies 7, IBMY History 7	2019
Science	n/a	Amplify Science - Grade 7 - Life Science - Investigation Notebook	Consumable Textbook	Amplify Education	Science 7, NGSS IBMY Science 7	2019

Eighth Grade

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9780544206984	Go Math: Middle School Grade 8	Consumable Textbook	Houghton Mifflin Harcourt	Math 8 CC	2015
ELA	n/a	Amplify ELA/ELD Grade 8 California Edition Digital	Digital Textbook	Amplify Education	English 8	2017
ELA	9780061862977	Gris Grimly's Frankenstein	Novel	Amplify Education	English 8	2017
ELA	9780000000125	Amplify ELA Grade 8 Anthology	Textbook	Amplify Education	English 8	2017
ELA	9780000000132	Amplify ELA Grade 8 Solo Workbook	Consumable Textbook	Amplify Education	English 8	2017
History	9780076755974	Grade 8	Textbook	McGraw-Hill	Social Studies 8, IBMY History 8	2019
Science	n/a	Amplify Science - Grade 8 - Physical Science - Investigation Notebook	Textbook	Amplify Education	Science 8, NGSS IBMY Science 8	2019

High School

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Math	9781285060309	Calculus	Textbook	Cengage	AP Calculus	2016
Math	9781285060330	Calculus of a Single Variable	Textbook	Cengage	AP Calculus	2016
Math	9780133447965	Elementary Statistics: Picturing the World	Textbook	Pearson	Statistics (non AP)	2016
Math	9781936948123	Foundations in Personal Finance	Consumable Textbook	Ramsey Education	Financial Math	2018
Math	9780544389755	Integrated Mathematics 1, Vol. 1	Consumable Textbook	Houghton Mifflin Harcourt	Integrated Math 1	2015
Math	9780544389762	Integrated Mathematics 1, Vol. 2	Consumable Textbook	Houghton Mifflin Harcourt	Integrated Math 1	2015
Math	9780544389834	Integrated Mathematics 2, Vol. 1	Consumable Textbook	Houghton Mifflin Harcourt	Integrated Math 2, 2+	2015
Math	9780544389847	Integrated Mathematics 2, Vol. 2	Consumable Textbook	Houghton Mifflin Harcourt	Integrated Math 2, 2+	2015
Math	9780544389885	Integrated Mathematics 3, Vol. 1	Consumable Textbook	Houghton Mifflin Harcourt	Integrated Math 2+, 3	2015
Math	9780544389892	Integrated Mathematics 3, Vol. 2	Consumable Textbook	Houghton Mifflin Harcourt	Integrated Math 2+, 3+	2015
Math	978021400966	Mathematics for Business and Personal Finance	Textbook	McGraw-Hill	Financial Math	2018
Math	9781921972089	Mathematics for the International Student - Mathematics SL	Textbook	Haese Mthematics	IB Math Analysis SL	2017
Math	9781107661738	Mathematics Higher Level for the IB Diploma	Textbook	Cambridge University Press	IB Math Analysis HL	2017
Math	9781107661407	Mathematics Studies Standard Level for the IB Diploma	Textbook	Cambridge University Press	IB Math Applications SL	2017
Math	9781464108730	The Practice of Statistics for the AP Exam	Textbook	Bedford, Freeman, and Worth	AP Statistics	2016
Math	9781133949039	Precalculus	Textbook	Cengage	Precalculus, Integrated Math 3+	2016
ELA	9780544503300	California Collections: Grade 9	Textbook	Houghton Mifflin Harcourt	English I (Transition)	2016
ELA	9780544503311	California Collections: Grade 10	Textbook	Houghton Mifflin Harcourt	English II (Transition)	2016
ELA	9780544503328	California Collections: Grade 11	Textbook	Houghton Mifflin Harcourt	III (Transition)	2016
ELA	9780544503335	California Collections: Grade 12	Textbook	Houghton Mifflin Harcourt	English 4, English IV (Transition)	2016
ELA	N/A	ERWC Binder	Printed materials for		Writing (ERWC)	
ELA	9780198390084	English A: Literature (IB Diploma Programme)	Textbook	Oxford University Press	IB English 1, 2	2015
ELA	9780312676506	The Language of Composition	Textbook	Bedford, Freeman, and Worth	AP Language and Composition	2016
ELA	9780132677875	Literature: An Introduction to Reading and Writing	Textbook	Pearson	AP Literature and Composition	2016
History	9781337090155	The American Pageant - AP Edition	Textbook	Cengage Learning	AP United States History	2017
History	978007755806	Impact California Social Studies - United States History and Geography - Continuity and Change	Textbook	McGraw-Hill	United States History	2019
History	9780198310235	History of the Americas: 1880 - 1981 (IB Diploma Programme)	Textbook	Oxford University Press	IB History of the Americas	2016
History	9780076755769	Impact California Social Studies - World History, Culture and Geography - The Modern World	Textbook	McGraw-Hill	World History	2019
History	9780199736348	The Twentieth-Century World and Beyond: An International History Since 1900, (various editions)	Textbook	Oxford University Press	IB Global Studies	2011
History	9781319022723	Ways of the World A Global History with Sources - For the AP Course	Textbook	Bedford, Freeman, and Worth	AP World History	2018
Government	9780134586571	Government in America: People, Politics, and Policy - AP Edition	Textbook	Pearson	AP Government	2018
Government	9780076755639	Principles of American Democracy - Impact California Social Studies	Textbook	McGraw-Hill	Government	2018
Elective	9780316022361	A Different Mirror: A History of Multicultural America	Textbook	Back Bay Books	Ethnic Studies	2015
Elective	9780060838652	A People's History of the United States: 1492 - Present	Textbook	Harper	Ethnic Studies	2015
Elective	978-1382004992	Oxford IB Diploma Programme: IB Economics Course Book	Textbook	Oxford University Press	IB Economics	2020
Elective	9781319113278	Krugman's Economics for the AP Course	Textbook	Bedford	AP Microeconomics	2019
Elective	9780393624618	Essentials of Cultural Anthropology: A Toolkit for a Global Age	Textbook	Norton	Cultural Anthropology	2018
Elective	9780716701071	Explorations in Economics	Textbook	Bedford, Freeman, and Worth	Economics	2016
Elective	9781583714263	National Geographic World Cultures and Geography	Textbook	National Geographic	Geography	2017
Elective	9781531129200	AMSCO AP Human Geography	Textbook	Perfection Learning Corp	AP Human Geography	2019
Elective	9781319212168	A History of Western Society	Textbook	Bedford	AP European History	2020
Elective	9780393614091	Principles of Macroeconomics	Textbook	Norton	AP Macroeconomics	2018
Elective	9780076631933	Sociology and You	Textbook	McGraw-Hill	Sociology	2017
Elective	9780314140777	Street Law: A Course in Practical Law	Textbook	Glencoe/McGraw-Hill	Street Law	2001
Elective	9781464113079	Myers' Psychology for AP	Textbook	Bedford, Freeman, and Worth	AP Psychology	2016
Elective	9781429323262	Thinking About Psychology	Textbook	Bedford, Freeman, and Worth	Psychology	2016
Science	9781643058634	CA NGSS 3D HS The Living Earth STEMscopedia	Textbook	Accelerate Learning	Biology: Living Earth (and Honors)	2022
Science	9780132147673	AP Biology: Campbell in Focus	Textbook	Savvas	AP Biology and IB Biology	2021
Science	9780136646099	Campbell Biology: Concepts and Connections, 10th Edition	Textbook	Savvas	Honors MYP Biology	2022
Science	9780983239604	Biotechnology: A Laboratory Skills Course	Textbook	Bio-Rad Laboratories	Biotechnology and Bioethics	2013
Science	vol 2: 9781418306984	CA Experience Chemistry (2 volume consumable student set)	Textbook	Savvas	(and Honors)	2022
Science	9780357867532	Chemistry (AP Edition) 10th edition	Textbook	Cengage	AP Chemistry and IB Chemistry	2021
Science	9780358750437	Hein, Foundations of College Chemistry, Sixteenth Edition	Textbook	Wiley	Honors MYP Chemistry	2022
Science	9780133647495	Conceptual Physics	Textbook	Pearson	Honors)	2009
Science	9780134683300	College Physics: Explore and Apply (2019). 2nd edition.	Textbook	Savvas	AP Physics and IB Physics	2021
Science	9781975076511	Physics: High School	Textbook	OpenStax	Conceptual Physics	2022
Science	9780357865354	Environmental Science: Sustaining your World	Textbook	Cengage	Environmental Science	2022
Science	9780357436325	Exploring Environmental Science for AP Updated	Textbook	Cengage	AP Environmental Science	2021
Science	9780133968224	Human Anatomy and Physiology	Textbook	Pearson	Physiology	2016
Health	9781685840402	Essential Health Skills (2023)	Textbook	Goodheart Wilcox	High School Health	2022

World Language

Subject	ISBN	Title	Type	Publisher	Course	Adopted
Chinese	9781622911332	Integrated Chinese Simplified Characters 1 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 3	2019
Chinese	9781622911325	Integrated Chinese Traditional Characters 1 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 3	2019
Chinese	9781622911394	Integrated Chinese Simplified Characters 2 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 4	2019
Chinese	9781622911387	Integrated Chinese Traditional Characters 2 Textbook 4th edition	Textbook	Cheng and Tsui	MYP Chinese 4	2019
Chinese	9781622911592	Integrated Chinese Simplified and Traditional Characters 3 Textbook 4th edition	Textbook	Cheng and Tsui	IB Chinese 1	2019
Chinese	9781622911509	Integrated Chinese Simplified and Traditional Characters 4 Textbook 4th edition	Textbook	Cheng and Tsui	IB Chinese 2 SL, HL	2019
Chinese	9780887274350	Masterwork's Chinese Companion	Textbook	Cheng and Tsui	IB Chinese 2 HL	2019
Chinese	9781876739065	NI HAO 1 - Chinese Language Course Introductory Level	Textbook	Cheng and Tsui	MYP Chinese 1	2019
Chinese	9780887273636	NI HAO 1 - Textbook an Introduction to Chinese Introductory Level - Traditional Character Edition	Textbook	Cheng and Tsui	MYP Chinese 1	2019
Chinese	9781876739485	NI HAO 2 - Chinese Language Course Elementary Level	Textbook	Cheng and Tsui	MYP Chinese 2	2019
Chinese	9780887274855	NI HAO 2 - Textbook Elementary Level - Traditional Character Edition	Textbook	Cheng and Tsui	MYP Chinese 2	2019
French	9781938026874	Apprenons	Textbook	Wayside	AP French Language	2017
French	9780547871790	Bien dit! 1	Textbook	Houghton Mifflin Harcourt	French 1	2016
French	9780547871677	Bien dit! 2	Textbook	Houghton Mifflin Harcourt	French 2	2016
French	9780547871691	Bien dit! 3	Textbook	Houghton Mifflin Harcourt	French 3	2016
French	9781447980599	Français B - Livre de l'étudiant	Textbook	Pearson	IB French 1, 2	2017
French	9780198390060	IB French B Course Book: Oxford IB Diploma Program	Textbook	Oxford University Press	IB French 1, 2	2017
French	1626808139	Imaginez	Textbook	Vista Higher Learning	French 4	2017
Japanese	9781622910564	Adventures in Japanese 1	Textbook	Cheng and Tsui	Japanese 1	2018
Japanese	9781622910663	Adventures in Japanese 2	Textbook	Cheng and Tsui	Japanese 2, IB Japanese 1	2018
Japanese	9781622910700	Adventures in Japanese 3	Textbook	Cheng and Tsui	Japanese 3, IB Japanese 2	2018
Japanese	9781622911950	できる！ - Dekiru! An AP Japanese Preparation Course	Textbook	Cheng and Tsui	1, 2	2018
Spanish	9781533838865	Qui Chèvre 1	Textbook	Carnegie Learning	Spanish 1	2020
Spanish	9781533838889	Qui Chèvre 2	Textbook	Carnegie Learning	Spanish 2	2020
Spanish	9780133693744	Encuentros Maravillosos	Textbook	Pearson	IB Spanish 1, 2	2017
Spanish	9781533838902	Qué Chèvre 3	Textbook	Carnegie Learning	Spanish 3	2020
Spanish	97815338349878	Qué Chèvre 4	Textbook	Carnegie Learning	Spanish 4	2020
Spanish	9781618572226	Temas	Textbook	Vista Higher Learning	2	2017
Spanish	9781942400318	Aluzejo	Textbook	Wayside	AP Spanish Literature	2020
Spanish	9780357426081	El Mundo Hispano 21 - español para el siglo 21 - Curso Intermedio	Textbook	Cengage Learning	Spanish for Heritage Learners 2, 3	2019
Sign Language	9781881133209	Master ASL - Level One	Textbook	Sign Media Inc.	American Sign Language 1, 2	2018
Sign Language	9781882872992	ASL Grammatical Aspects Guide	Textbook	Sign Enhancers Inc.	American Sign Language 3, 4	2019

Textbooks and Instructional Materials Sufficiency

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

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

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

AGENDA ITEM: I-4

MEETING DATE: 09/27/2022

SUBJECT: Board Policy and Exhibit 0420.41
Charter School Oversight

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: Admissions and Family Services

ACTION REQUESTED:

The superintendent is recommending the board discuss the proposed changes to Board Policy (BP) 0420.41, Charter School Oversight, and its accompanying exhibit.

RATIONALE/BACKGROUND:

Board Policies are often updated to reflect new or updated practices in school systems. This board policy review is focused on district oversight for charter schools. The changes to BP 0420.41 focus on district responsibilities in their oversight and how the charter school needs to communicate with the district when requesting waivers from the State Board of Education, services from the district, reporting to the state and making material revisions to the Charter. The remainder of the document is reorganization and more precise language.

ATTACHMENT(S):

- A: BP 0420.41 proposed changes
B: Exhibit 0420.41

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

- Current Budget: \$ N/A
Additional Budget: \$ N/A
Funding Source: \$ N/A
Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

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

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

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

Policy 0420.41: Charter School Oversight

Status: ADOPTED

Original Adopted Date: 02/25/2014

The Governing Board recognizes its ongoing responsibility to oversee ensure that any charter school authorized by the bBoard, and to ensure it is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 – Charter School Authorization)

(cf. 0500 – Accountability, Review and Evaluation)

The sSuperintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the bBoard.

(Education Code section 47604.32)

The Board and sSuperintendent or designee shall visit each charter school at least annually and may inspect or observe any part of the charter school at any time. The Superintendent or designee shall visit each charter school at least annually. (Education Code sections 47604.32, 47607)

The superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Whenever a charter school operates as or is operated by a nonprofit public benefit corporation as authorized by Education Code 47604, the Superintendent shall recommend and the Board shall appoint a district representative, who may be the district's charter school contact, to serve as a voting or nonvoting member of the corporation's board of directors.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the bBoard, the sSuperintendent or designee shall submit such a waiver request to SBE on behalf of the charter school.

Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code section 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between them.

At the request of a charter school, the sSuperintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code section 47611.3)

Provision of District Services

The district may charge for the actual costs of supervisorial oversight of a charter school not to exceed one percent of the charter school's revenue. If the district is able to provide substantially rent free facilities to the charter school, the district may charge actual costs up to three percent of the charter school's revenue for supervisorial oversight.

(Education Code 47613)

~~The charter school may separately purchase administrative or other services from the district or any other source.~~

~~(Education Code 47613)~~

~~At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)~~

Waivers

~~If the charter school wishes to request a general waiver of any state law or regulation, it shall request that the Superintendent or designee submit a general waiver request to the State Board of Education (SBE) on its behalf.~~

Material Revisions to Charter

Material revisions to a charter may ~~be made only~~ only be made with ~~b~~Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools ~~new charter petitions~~ as set forth in Education Code section 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code s~~Section~~ 47607)

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the ~~b~~Board of those additional locations or grade levels. The ~~b~~Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code s~~Sections~~ 47605, ~~47607~~)

The ~~b~~Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter

~~Subject to the Charter Schools Act, the Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision.~~

Monitoring Charter School Performance

~~The Superintendent or designee shall regularly report to the Board on the charter school's performance, based on the academic and fiscal accountability measures specified in the approved charter.~~

Any charter school authorized by the ~~b~~Board shall be monitored by the ~~s~~Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code section 47604.32. Any violations of law shall be reported to the ~~b~~Board.

~~In providing general oversight of a charter school, the Board and the Superintendent or designee shall determine whether the school complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32 (see the accompanying Exhibit 0420.41 for a list of legal requirements pertaining to the operation of charter schools).~~

~~The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code s 47604.32, 47604.33)~~

~~The Board shall monitor each charter school to determine whether it is achieving the outcomes for student learning set forth in the charter agreement. In addition, the Board shall determine whether the charter school makes "adequate yearly progress" as defined by the SBE and federal Title I accountability~~

~~requirements. If a charter school fails to make adequate yearly progress for two or more consecutive years, the Board shall take action for program improvement in accordance with law, Board policy, and administrative regulations.~~

~~Evaluation data for the charter school shall be considered in the Board's determination of the renewal or revocation of a charter.~~

~~(cf. 0420.42 – Charter School Renewal)~~

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code section 52052. This determination shall be based on the measures specified in the approved charter and any applicable MOU, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The bBoard shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, LCAP and annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code sSections 47604.32, 47604.33, 47606.5)

Fees/Charges for Supervisorial Oversight

The district may charge for district supervisorial oversight as follows: (Education Code sSection 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of the charter school's revenue if the district provides the charter school with facilities under Education Code section 47614 and charges the charter school a pro-rata share of the facilities cost
2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities
3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

Technical Assistance/Intervention

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code s-Section 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code section 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code section 52074. (Education Code §§ Sections 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school.

Complaints

Each charter school shall establish and maintain policies and procedures in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670 to enable any person alleging the school's noncompliance with Education Code sections 47606.5 or 47607.3 to file a complaint with the charter school. (Education Code §Section 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code §Section 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code §Section 52075)

School Closure

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation closes for any other reason, the Superintendent or designee shall, provide assistance, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance, to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days, if the charter school will cease operation for any reason. Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1) of the board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason.

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or an MOU, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code sections 47604.32; 5 CCR 11962.1)

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

State References

[5 CCR 11700-11705](#)

[5 CCR 11960-11969.10](#)

[5 CCR 4600-4670](#)

[Bus. Code 7583.45](#)

[CA Constitution Article 16, Section 8.5](#)

[CA Constitution Article 9, Section 5](#)

[Corp. Code 5110-6910](#)

[Ed. Code 1006](#)

[Ed. Code 17070.10-17079.30](#)

[Ed. Code 17280-17317](#)

[Ed. Code 17365-17374](#)

[Ed. Code 215](#)

[Ed. Code 215.5](#)

[Ed. Code 220](#)

[Ed. Code 221.61](#)

[Ed. Code 221.9](#)

[Ed. Code 222](#)

[Ed. Code 222.5](#)

[Ed. Code 231.5-231.6](#)

[Ed. Code 234.4](#)

[Ed. Code 234.6](#)

[Ed. Code 234.7](#)

[Ed. Code 32282](#)

[Ed. Code 32283.5](#)

[Ed. Code 33479-33479.9](#)

[Ed. Code 35179.4-35179.6](#)

[Ed. Code 35183.1](#)

[Ed. Code 35292.6](#)

[Ed. Code 35330](#)

[Ed. Code 38001.5](#)

[Ed. Code 38080-38086](#)

[Ed. Code 39831.3](#)

[Ed. Code 39843](#)

Description

[Independent study](#)

[Charter schools](#)

[Uniform complaint procedures](#)

[Training for security officers](#)

[Public finance; school accountability report card -](#)

<https://simbli.eboardsolutions.com/SU/5WGQeQCplusFH2CpIOCVLEpzQ==>

[Common school system -](#)

<https://simbli.eboardsolutions.com/SU/5LDHgacpLGqiftuxZapsIshQg==>

[Nonprofit public benefit corporations -](#)

<https://simbli.eboardsolutions.com/SU/up9YZpTJb4gRf50Hwlslsh9Og==>

[Prohibition against school district employees serving on county board of education -](#)

<https://simbli.eboardsolutions.com/SU/Qnj8IKKU84qMv8ZX5ZPu1w==>

[Leroy F. Greene School Facilities Act -](#)

<https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==>

[Field Act; approval of plans and supervision of construction](#)

[Field Act; fitness for occupancy; liability of board members](#)

[Suicide prevention policies](#)

[Student identification cards; inclusion of safety hotlines](#)

[Prohibition of discrimination](#)

[Posting of Title IX information on web site](#)

[Sex equity in competitive athletics](#)

[Reasonable accommodations; lactating students](#)

[Pregnant and parenting students; notification of rights](#)

[Sexual harassment policy](#)

[Mandated policy on bullying prevention](#)

[Bullying and harassment prevention information](#)

[Student protections relating to immigration and citizenship status](#)

[School safety plans](#)

[Bullying; online training](#)

[The Eric Parades Sudden Cardiac Arrest Prevention Act](#)

[Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program](#)

[Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance](#)

[Stocking of menstrual products](#)

[Field trips and excursions; student fees](#)

[Training for security officers](#)

[School meals](#)

[Transportation safety plan](#)

[Disciplinary action against bus driver; report to Department of Motor Vehicles](#)

Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Criminal record summary
Ed. Code 44258.9	Monitoring of teacher assignments
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010-48011	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49011	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Definitions, directory information
Ed. Code 49062.5	Student records, name or gender change
Ed. Code 49070	Challenging student records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Prohibition of advertisement of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries

<u>Ed. Code 49501.5</u>	<u>Free breakfast and lunch to all students</u>
<u>Ed. Code 49557.5</u>	<u>Child Hunger Prevention and Fair Treatment Act of 2017</u>
<u>Ed. Code 49564</u>	<u>Meals for needy students</u>
<u>Ed. Code 49564.3</u>	<u>Provision of federal universal meal service</u>
<u>Ed. Code 49700-49701</u>	<u>Education of children of military families</u>
<u>Ed. Code 51224.7</u>	<u>Mathematics placement policy</u>
<u>Ed. Code 51225.1-51225.2</u>	<u>Exemption from local graduation requirements; acceptance of coursework</u>
<u>Ed. Code 51225.3</u>	<u>High school graduation requirements</u>
<u>Ed. Code 51225.6</u>	<u>Instruction in cardiopulmonary resuscitation</u>
<u>Ed. Code 51225.7-51225.8</u>	<u>Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application</u>
<u>Ed. Code 51413</u>	<u>Diploma of graduation without passage of high school exit examination</u>
<u>Ed. Code 51745-51749.6</u>	<u>Independent study</u>
<u>Ed. Code 51925-51929</u>	<u>Mandatory mental health education</u>
<u>Ed. Code 51930-51939</u>	<u>California Healthy Youth Act</u>
<u>Ed. Code 52052</u>	<u>Accountability; numerically significant student subgroups</u>
<u>Ed. Code 52060-52077</u>	<u>Local control and accountability plan</u>
<u>Ed. Code 52075</u>	<u>Uniform complaint procedures</u>
<u>Ed. Code 56026</u>	<u>Special education</u>
<u>Ed. Code 56040.3</u>	<u>Availability of assistive technology device</u>
<u>Ed. Code 56145-56146</u>	<u>Special education services in charter schools</u>
<u>Ed. Code 56365-56366.12</u>	<u>Nonpublic, nonsectarian schools</u>
<u>Ed. Code 60600-60648.5</u>	<u>Assessment of academic achievement</u>
<u>Ed. Code 64000</u>	<u>Categorical programs included in consolidated application</u>
<u>Ed. Code 64001</u>	<u>School plan for student achievement; consolidated application programs</u>
<u>Ed. Code 65000-65001</u>	<u>School site councils</u>
<u>Ed. Code 69432.9-69432.92</u>	<u>Cal Grant program; notification of grade point average and high school graduation</u>
<u>Gov. Code 1090-1099</u>	<u>Prohibitions applicable to specified officers</u>
<u>Gov. Code 3540-3549.3</u>	<u>Educational Employment Relations Act</u>
<u>Gov. Code 3555-3559</u>	<u>Public employee communication, information and orientation</u>
<u>Gov. Code 54950-54963</u>	<u>The Ralph M. Brown Act</u>
<u>Gov. Code 6250-6270</u>	<u>California Public Records Act</u>
<u>Gov. Code 81000-91014</u>	<u>Political Reform Act of 1974</u>
<u>H&S Code 104420</u>	<u>Tobacco Use Prevention Education grant program</u>
<u>H&S Code 104559</u>	<u>Tobacco-free schools</u>
<u>Lab. Code 1198.5</u>	<u>Personnel records related to performance and grievance</u>
<u>Lab. Code 3074.2</u>	<u>Notice of college and career fairs</u>
<u>Pen. Code 1192.7</u>	<u>Definition of serious felony</u>
<u>Pen. Code 667.5</u>	<u>Definition of violent felony</u>
<u>Veh. Code 28160</u>	<u>Child safety alert system</u>
<u>Federal References</u>	<u>Description</u>

[20 USC 1681-1688](#)[Title IX of the Education Amendments of 1972; discrimination based on sex](#)[20 USC 6311](#)[State plan](#)[20 USC 7221-7221j](#)[Charter schools](#)[34 CFR 200.1-200.78](#)[Accountability](#)[42 USC 11431-11435](#)[McKinney-Vento Homeless Assistance Act](#)**Management Resources References****Description**[Attorney General Opinion](#)[104 Ops.Cal.Atty.Gen. 66 \(2021\)](#)[Attorney General Opinion](#)[101 Ops.Cal.Atty.Gen. 92 \(2018\)](#)[Attorney General Opinion](#)[78 Ops.Cal.Atty.Gen. 297 \(1995\)](#)[Attorney General Opinion](#)[89 Ops.Cal.Atty.Gen. 166 \(2006\)](#)[Attorney General Opinion](#)[80 Ops.Cal.Atty.Gen. 52 \(1997\)](#)[CA Department of Education Publication](#)[California School Accounting Manual](#)[Student v. Horizon Instructional Systems Charter School, \(2012\) OAH](#)[Case No. CA Office of Administrative Hearings Decisions 2011060763](#)[Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01,](#)[California Department of Education Publication](#)[July 23, 2020](#)[California Dept. of Pesticide Reg. PublicationSchool District Integrated Pest Management Plan Template](#)[California Interscholastic Federation PublicationPursuing Victory with Honor, 1999](#)[Ridgecrest Charter School v. Sierra Sands Unified School District, \(2005\) 130](#)[Court Decision](#)[Cal.App.4th 986](#)[CSBA Publication](#)[Charter Schools: A Guide for Governance Teams, rev. 2016](#)[CSBA Publication](#)[Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017](#)[CSBA Publication](#)[Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018](#)[U.S. DOE Guidance](#)[Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014](#)[Website](#)[U.S. Department of Agriculture -](#)<https://simbli.eboardsolutions.com/SU/RslshJVkZjGiBHO8TX9tA3tqQ==>[Website](#)[National Suicide Prevention Lifeline -](#)<https://simbli.eboardsolutions.com/SU/yAd89LbVSiNaH2almpg2Q==>[Website](#)[National Domestic Violence Hotline -](#)<https://simbli.eboardsolutions.com/SU/d1fBFpjoslsh4vvBXfU68zMWg==>[Website](#)[California State Teachers Retirement System -](#)<https://simbli.eboardsolutions.com/SU/dDkW9gdO2YplusqCVo1qG2vsIshw==>[Website](#)[California Public Employees Retirement System -](#)<https://simbli.eboardsolutions.com/SU/BtrWsDRenb5z2ZZethXOCw==>[Website](#)[California Department of General Services, Office of Administrative Hearings](#)<https://simbli.eboardsolutions.com/SU/hkXUvTmkSbRSTlh3V79tXg==>[Website](#)[California Commission on Teacher Credentialing -](#)<https://simbli.eboardsolutions.com/SU/Eg0pluss7NDrgK1KmPo9MggplusA==>[Website](#)[California Commission on Peace Officer Standards and Training](#)<https://simbli.eboardsolutions.com/SU/T42f3sLyPIGPzJCTWmplusqxA==>[Website](#)[California Bureau of Security and Investigative Services -](#)<https://simbli.eboardsolutions.com/SU/7cVjGFeMAXplusS8IdHUhcceYQ==>[Website](#)[California State Controller -](#)<https://simbli.eboardsolutions.com/SU/P16GQ6rhv8osIqGWii7phA==>

<u>Website</u>	<u>California Department of Pesticide Regulation -</u> https://simbli.eboardsolutions.com/SU/oAOBdj0jGZedpcK5jhJiw==
<u>Website</u>	<u>California Student Aid Commission -</u> https://simbli.eboardsolutions.com/SU/YTrTI0NffizjZQWhb3fewg==
<u>Website</u>	<u>National Association of Charter School Authorizers -</u> https://simbli.eboardsolutions.com/SU/9nzhOG5X2VVH42kMJnO6kg==
<u>Website</u>	<u>California Charter Schools Association -</u> https://simbli.eboardsolutions.com/SU/aplushtDM8pluszN2tpwTckx11kA==
<u>Website</u>	<u>California Department of Education, Charter Schools -</u> https://simbli.eboardsolutions.com/SU/PdGgkCs2YZ3fwPslshlshoGe7iQ==
<u>Website</u>	<u>California Interscholastic Federation -</u> https://simbli.eboardsolutions.com/SU/QthhhDMKplusJ3akAI8GRP72g==
<u>Website</u>	<u>California Office of the Attorney General -</u> https://simbli.eboardsolutions.com/SU/5qNsIsh5DoKuytasYcv9khGiA==
<u>Website</u>	<u>CSBA -</u> https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
<u>Website</u>	<u>U.S. Department of Education -</u> https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Exhibit (PDF) 0420.41-E PDF(1): Charter School Oversight

Original Adopted Date: 09/24/2019

Status:
ADOPTED

See PDF on the next page.

REQUIREMENTS FOR CHARTER SCHOOLS

~~Charter schools are generally exempt from provisions of the Education Code unless they are expressly included in the law. However, charter schools are subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements including, but not limited to, requirements that each charter school:~~

- ~~1. Comply with the state and federal constitution and all applicable federal and state laws~~
- ~~2. Comply with the state Brown Act, the Fair Political Practices Act, and all other state laws that specifically apply to charter schools~~
- ~~3. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)~~
- ~~4. Not discriminate against any student on the basis of the characteristics listed in Education Code 220. (Education Code 47605)~~
- ~~5. Not charge tuition (Education Code 47605)~~
- ~~6. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools~~
- ~~7. Adhere to all laws establishing minimum age for public school attendance. (Education Code 47610)~~
- ~~8. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)~~
- ~~9. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code s 47646, 56145)~~
- ~~10. Admit all students who wish to attend the school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within this state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)~~
- ~~However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)~~

~~b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, except that preferences shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)~~

- e. Other admissions preferences may be established on an individual school basis as consistent with law.
11. If the school offers a kindergarten program, offer a transitional kindergarten program to eligible students who do not yet meet the age criterion for entry into kindergarten (Education Code 48000)
12. Require its teachers to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
13. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the State Board of Education (SBE) (20 USC 6319; 34 CFR 300.18)
14. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)
15. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
16. Meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
17. If applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (20 USC 6319)
18. Meet all statewide standards and conduct the student assessments required by Education Code 60605 and 60851, and any other statewide standards or assessments applicable to noncharter public schools (Education Code 47605, 47612.5)
19. Offer at least the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school (Education Code 47612.5)
20. Meet the requirements of Education Code sections 51745-51749.3 if it provides independent study, except that it may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code section 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
21. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
22. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
23. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

24. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
25. If a student subject to compulsory full time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
26. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
- a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
27. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding its financial records (Education Code 47604.3)
28. Annually prepare and submit financial reports to the Board and the County Superintendent of Schools in accordance with the following reporting cycle:
- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
 - c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
 - d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
 - e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, the following requirements.

Governance

1. Comply with the Ralph M. Brown Act (Government Code sections 54950-54963), California Public Records Act (Government Code sections 6250-6270), conflict of interest laws (Government Code sections 1090-1099), and Political Reform Act (Government Code sections 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code section 47604.1)
2. Except as otherwise authorized by Government Code section 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code section 47604.1)
3. The charter school's executive director or any of the charter school's employees shall not serve as a member of the county board of education in the county where the charter school is located (Education Code section 1006; Government Code section 1099)

Operations

4. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code section 47604)
5. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code section 47605)

Admission/Enrollment

6. Adhere to all laws establishing the minimum age for public school attendance (Education Code section 47610)
7. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code section 47612)

8. Serve students with disabilities in the same manner as such students are served in other district schools

(Education Code sections 47646, 56145)

9. Admit all students who wish to attend the charter school, according to the following criteria and procedures:

a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code section 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code section 47605.3)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code section 47614.5. (Education Code section 47605)

c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (Education Code section 47605)

10. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its web site the California Department of Education's (CDE) notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code section 47605)

11. Comply with the requirements of Education Code sections 48850-48859 regarding enrollment, identification, and placement of homeless children and unaccompanied youth (Education Code sections 48850, 48851, 48852.5, 48852.6; 42 USC 11431-11435)

12. Comply with the requirements of Education Code sections 48850-48859 regarding the enrollment and placement of foster youth (Education Code sections 48853.5, 48859)

13. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code section 48207.3)

Nondiscrimination

14. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code section 47605)

15. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code section 234.7

16. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code section 221.61)

17. If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code section 221.9)

18. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code sections 222, 222.5, 46015)

19. If a direct-funded charter school, adopts and implements uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

Tuition and Fees

20. Not charge tuition (Education Code section 47605)

21. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

22. Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code section 49014)

School Plans

23. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, after holding a public hearing, consulting with specified stakeholders, and using the template adopted by the State Board of Education (SBE). As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE. (Education Code sections 47604.33, 47606.5, 52064, 52064.1)

24. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code sections 64000-64001, 65000-65001)

25. Develop a comprehensive safety plan in accordance with Education Code section 32282 and review and update the plan by March 1 each year (Education Code section 47605)

26. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code section 39831.3; Vehicle Code section 28160)

Curriculum and Instruction

27. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code section 47612.5)

28. If the charter school offers a kindergarten program, also offer a transitional kindergarten (TK) program to students in accordance with Education Code section 48000

29. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code section 51224.7)

30. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school (Education Code sections 51931, 51934)

31. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources (Education Code section 49381)
 32. If the charter school serves students in middle or high school and offers one or more courses in health education, include in those courses instruction in mental health, as specified (Education Code sections 51925-51929)
 33. If the charter school serves students in grade 12, comply with the requirements for student completion and submission of the Free Application for Federal Student Aid and California Dream Act Application (Education Code sections 51225.7, 51225.8)
 34. If the charter school is planning to hold a college or career fair, the charter school shall notify each apprenticeship program in the same county as the charter school with the planned date, time, and location of the fair (Labor Code section 3074.2)
 35. If the charter school provides independent study, meet the requirements of Education Code sections 51745-51749.6, except that the school may offer courses required for graduation solely through independent study as an exception to Education Code section 51745(e) (Education Code sections 47612.5, 51747.3; 5 CCR 11705)
 36. Develop a plan for offering independent study to affected students pursuant to Education Code section 46393 if the governing body of the charter school submits an affidavit pursuant to Education Code section 46392 necessitated by an emergency condition that resulted in a school closure (Education Code sections 46392, 46393)
 37. Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code section 51225.2)
 38. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code sections 47605, 47612.5, 60605)
- Special Education**
39. Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code section 56040.3)
 40. If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:

a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract (Education Code section 56365)

a.b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code section 56366.1)

High School Graduation

41. Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any of the charter school's graduation requirements that exceed state requirements, unless the charter school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code sections 51225.1, 51225.2)

42. Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 schoolyear and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code section 51413)

43. Require students to meet the state minimum course requirements for graduation as specified in Education Code section 51225.3, as well as any additional graduation requirements required by the governing body (Education Code section 51225.3)

Student Expression

44. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code section 35183.1)

45. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code sections 48907, 48950)

Staffing

46. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required. (Education Code sections 47605, 47605.4)

47. If the charter school offers TK, require credentialed teachers first assigned to a TK class to meet one of three specified criteria establishing qualification for the position

by August 1, 2023, and to maintain adult to student ratios as specified in Education Code section 48000 (Education Code section 48000)

48. Review potential misassignments and vacant positions in the charter school, including data from CTC, respond to the County Superintendent of Schools when necessary to show that an employee is legally authorized for an assignment, and correct any misassignments if notified by the County Superintendent that an assignment is not legally authorized (Education Code section 44258.9)

49. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who interacts with students outside of the immediate supervision and control of the student's parent/guardian or a school employee has a valid criminal records summary, unless an exception applies (Education Code sections 44830.1, 45122.1, 45125.1)

50. Report to CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code section 44030.5)

51. If the charter school chooses to make the state teachers' retirement plan and/or the public employees retirement system available to its employees, meet the requirements of Education Code section 47611 (Education Code section 47610)

52. Meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Education Code section 47611.5)

53. If the charter school employs security officers and/or security officers work on the charter school campus, provide the latest course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with the Commission on Peace Officer Standards and Training, as specified (Education Code section 38001.5; Business and Professions Code section 7583.45)

Parent/Guardian Involvement

54. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code section 47605)

55. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code section 47605)

56. If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to

parents/guardians in English and in the primary language (Education Code section 48985)

Nutrition

57. Provide breakfast and/or lunch free of charge during each school day to students requesting a meal regardless of the student's free or reduced-price meal eligibility. If the charter school participates in the National School Lunch Program and School Breakfast Program and is a very high poverty school, as defined, the charter school shall apply to operate a federal universal meal service provision, and upon approval, apply such service (Education Code sections 49501.5, 49564.3)

58. Not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code sections 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code section 49431.9)

Student Health

59. Adopt a policy on suicide prevention, intervention, and postvention for grades 7-12, and an age-appropriate policy for grades K-6, and review the policy at least every five years (Education Code section 215)

60. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code section 215.5)

61. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code section 49428)

62. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code section 44691)

63. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code sections 33479-33479.5, 49475)

64. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated

external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code sections 35179.4, 35179.6)

65. If the charter school sponsors or hosts an on-campus event in or around a swimming pool that is not part of an interscholastic athletic program, provide for the presence of at least one adult with a valid certification of cardiopulmonary resuscitation training throughout the duration of the event (Education Code section 35179.6)

66. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code section 49414 (Education Code section 49414)

67. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code section 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

68. Adopt a policy on bullying and cyberbullying prevention, post specified information on bullying and harassment prevention, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code sections 234.4, 234.6, 32283.5)

69. Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code sections 231.5, 231.6)

70. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code sections 49005-49006.4)

71. Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code section 48901.1)

72. Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code sections 47606.2, 48913.5)

Student and Parent/Guardian Records

73. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code section 49076.7)

74. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code section 49073.2)

75. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the sSuperintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code section 47605)

75. If the charter school serves high school students, submit to the Student Aid Commission (CSAC), for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of CSAC to provide test scores in lieu of the GPA. (Education Code sections 69432.9, 69432.92)

77. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code section 49070, update, and reissue if requested, a former student's records to include the student's updated legal name or gender (Education Code sections 49062.5, 49070)

Facilities

78. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code sections 47610, 47610.5)

- a. The facility complies with the Field Act pursuant to Education Code sections 17280-17317 and 17365-17374.
- b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

79. If the charter school serves students in any of grades 6-12, stock the school's restrooms at all times with an adequate supply of menstrual products available and accessible free of cost in all women's restrooms, all gender restrooms, and in at least one men's restroom (Education Code section 35292.6)

Finance

80. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code section 47604.3)

81. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code section 47612.5)

82. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code sections 47612.5, 47634.2; 5 CCR 11963.2)

83. Annually prepare and submit financial reports to the bBoard and the County Superintendent in accordance with the following reporting cycle:

- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code section 47605(g) will satisfy this requirement. (Education Code section 47604.33)
- b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code section 47604.33)
- c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code section 47604.33)
- d. By September 15, a final unaudited report for the full prior year. The report submitted to the bBoard shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code sections 42100, 47604.33)
- e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code section 47605)

84. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act(Education Code sections 17070.10-17079.30), annually report a detailed list of all expenditures of state funds, and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code section 41024)

Accountability

85. Annually adopt a school accountability report card (Education Code section 47612; California Constitution, Article 16, Section 8.5)

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

<u>State References</u>	<u>Description</u>
<u>5 CCR 11700-11705</u>	<u>Independent study</u>
<u>5 CCR 11960-11969.10</u>	<u>Charter schools</u>
<u>5 CCR 4600-4670</u>	<u>Uniform complaint procedures</u>
<u>Bus. Code 7583.45</u>	<u>Training for security officers</u>
<u>CA Constitution Article 16, Section 8.5</u>	<u>Public finance; school accountability report card -</u> <u>https://simbli.eboardsolutions.com/SU/5WGQeQCplusFH2CpIOCVLEpzQ==</u>
<u>CA Constitution Article 9, Section 5</u>	<u>Common school system -</u> <u>https://simbli.eboardsolutions.com/SU/5LDHgacpLGqiftuxZapslshQg==</u>
<u>Corp. Code 5110-6910</u>	<u>Nonprofit public benefit corporations -</u> <u>https://simbli.eboardsolutions.com/SU/up9YZpTJb4gRf50Hwlslsh9Og==</u>
<u>Ed. Code 1006</u>	<u>Prohibition against school district employees serving on county board of education -</u> <u>https://simbli.eboardsolutions.com/SU/Qnj8IKKU84qMv8ZX5ZPu1w==</u>
<u>Ed. Code 17070.10-17079.30</u>	<u>Leroy F. Greene School Facilities Act -</u> <u>https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==</u>
<u>Ed. Code 17280-17317</u>	<u>Field Act; approval of plans and supervision of construction</u>
<u>Ed. Code 17365-17374</u>	<u>Field Act; fitness for occupancy; liability of board members</u>
<u>Ed. Code 215</u>	<u>Suicide prevention policies</u>
<u>Ed. Code 215.5</u>	<u>Student identification cards; inclusion of safety hotlines</u>
<u>Ed. Code 220</u>	<u>Prohibition of discrimination</u>
<u>Ed. Code 221.61</u>	<u>Posting of Title IX information on web site</u>
<u>Ed. Code 221.9</u>	<u>Sex equity in competitive athletics</u>
<u>Ed. Code 222</u>	<u>Reasonable accommodations; lactating students</u>
<u>Ed. Code 222.5</u>	<u>Pregnant and parenting students; notification of rights</u>
<u>Ed. Code 231.5-231.6</u>	<u>Sexual harassment policy</u>
<u>Ed. Code 234.4</u>	<u>Mandated policy on bullying prevention</u>
<u>Ed. Code 234.6</u>	<u>Bullying and harassment prevention information</u>
<u>Ed. Code 234.7</u>	<u>Student protections relating to immigration and citizenship status</u>
<u>Ed. Code 32282</u>	<u>School safety plans</u>
<u>Ed. Code 32283.5</u>	<u>Bullying; online training</u>
<u>Ed. Code 33479-33479.9</u>	<u>The Eric Parades Sudden Cardiac Arrest Prevention Act</u>
<u>Ed. Code 35179.4-35179.6</u>	<u>Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program</u>
<u>Ed. Code 35183.1</u>	<u>Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance</u>
<u>Ed. Code 35292.6</u>	<u>Stocking of menstrual products</u>
<u>Ed. Code 35330</u>	<u>Field trips and excursions; student fees</u>
<u>Ed. Code 38001.5</u>	<u>Training for security officers</u>
<u>Ed. Code 38080-38086</u>	<u>School meals</u>
<u>Ed. Code 39831.3</u>	<u>Transportation safety plan</u>
<u>Ed. Code 39843</u>	<u>Disciplinary action against bus driver; report to Department of Motor Vehicles</u>
<u>Ed. Code 41024</u>	<u>Report of expenditure of state facility funds</u>
<u>Ed. Code 42100</u>	<u>Annual statement of receipts and expenditures</u>

<u>Ed. Code 44030.5</u>	<u>Reporting change in employment status due to alleged misconduct</u>
<u>Ed. Code 44237</u>	<u>Criminal record summary</u>
<u>Ed. Code 44258.9</u>	<u>Monitoring of teacher assignments</u>
<u>Ed. Code 44691</u>	<u>Information on detection of child abuse; annual training</u>
<u>Ed. Code 44830.1</u>	<u>Certificated employees; conviction of a violent or serious felony</u>
<u>Ed. Code 45122.1</u>	<u>Classified employees; conviction of a violent or serious felony</u>
<u>Ed. Code 45125.1</u>	<u>Criminal records summary; employees of contracting entity</u>
<u>Ed. Code 46015</u>	<u>Accommodations for pregnant and parenting students; parental leave</u>
<u>Ed. Code 46390-46393</u>	<u>Emergency average daily attendance</u>
<u>Ed. Code 47600-47616.7</u>	<u>Charter Schools Act of 1992</u>
<u>Ed. Code 47634.2</u>	<u>Nonclassroom-based instruction</u>
<u>Ed. Code 47640-47647</u>	<u>Special education funding for charter schools</u>
<u>Ed. Code 47651</u>	<u>Apportionment of funds; charter schools</u>
<u>Ed. Code 48000</u>	<u>Minimum age of admission for kindergarten; transitional kindergarten</u>
<u>Ed. Code 48010-48011</u>	<u>Minimum age of admission (first grade)</u>
<u>Ed. Code 48206.3-48208</u>	<u>Students with temporary disabilities; individual instruction</u>
<u>Ed. Code 48850-48859</u>	<u>Education of foster youth and homeless students</u>
<u>Ed. Code 48901.1</u>	<u>Suspension and expulsion; willful defiance</u>
<u>Ed. Code 48907</u>	<u>Exercise of free expression; time, place and manner rules and regulations</u>
<u>Ed. Code 48913.5</u>	<u>Suspended students; homework assignments</u>
<u>Ed. Code 48950</u>	<u>Speech and other communication</u>
<u>Ed. Code 48985</u>	<u>Notices to parents in language other than English</u>
<u>Ed. Code 49005-49006.4</u>	<u>Seclusion and restraint</u>
<u>Ed. Code 49011</u>	<u>Student fees</u>
<u>Ed. Code 49014</u>	<u>Public School Fair Debt Collection Act</u>
<u>Ed. Code 49061</u>	<u>Definitions, directory information</u>
<u>Ed. Code 49062.5</u>	<u>Student records, name or gender change</u>
<u>Ed. Code 49070</u>	<u>Challenging student records</u>
<u>Ed. Code 49073.2</u>	<u>Privacy of student and parent/guardian personal information; minutes of board meeting</u>
<u>Ed. Code 49076.7</u>	<u>Student records; data privacy; social security numbers</u>
<u>Ed. Code 49110</u>	<u>Authority to issue work permits</u>
<u>Ed. Code 49381</u>	<u>Human trafficking prevention</u>
<u>Ed. Code 49414</u>	<u>Epinephrine auto-injectors</u>
<u>Ed. Code 49414.3</u>	<u>Administration of opioid antagonist</u>
<u>Ed. Code 49428</u>	<u>Notification of mental health services</u>
<u>Ed. Code 49430-49434</u>	<u>The Pupil Nutrition, Health, and Achievement Act of 2001</u>
<u>Ed. Code 49431.9</u>	<u>Prohibition of advertisement of non-nutritious foods</u>
<u>Ed. Code 49475</u>	<u>Health and safety; concussions and head injuries</u>
<u>Ed. Code 49501.5</u>	<u>Free breakfast and lunch to all students</u>
<u>Ed. Code 49557.5</u>	<u>Child Hunger Prevention and Fair Treatment Act of 2017</u>

<u>Ed. Code 49564</u>	<u>Meals for needy students</u>
<u>Ed. Code 49564.3</u>	<u>Provision of federal universal meal service</u>
<u>Ed. Code 49700-49701</u>	<u>Education of children of military families</u>
<u>Ed. Code 51224.7</u>	<u>Mathematics placement policy</u>
<u>Ed. Code 51225.1-51225.2</u>	<u>Exemption from local graduation requirements; acceptance of coursework</u>
<u>Ed. Code 51225.3</u>	<u>High school graduation requirements</u>
<u>Ed. Code 51225.6</u>	<u>Instruction in cardiopulmonary resuscitation</u>
<u>Ed. Code 51225.7-51225.8</u>	<u>Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application</u>
<u>Ed. Code 51413</u>	<u>Diploma of graduation without passage of high school exit examination</u>
<u>Ed. Code 51745-51749.6</u>	<u>Independent study</u>
<u>Ed. Code 51925-51929</u>	<u>Mandatory mental health education</u>
<u>Ed. Code 51930-51939</u>	<u>California Healthy Youth Act</u>
<u>Ed. Code 52052</u>	<u>Accountability; numerically significant student subgroups</u>
<u>Ed. Code 52060-52077</u>	<u>Local control and accountability plan</u>
<u>Ed. Code 52075</u>	<u>Uniform complaint procedures</u>
<u>Ed. Code 56026</u>	<u>Special education</u>
<u>Ed. Code 56040.3</u>	<u>Availability of assistive technology device</u>
<u>Ed. Code 56145-56146</u>	<u>Special education services in charter schools</u>
<u>Ed. Code 56365-56366.12</u>	<u>Nonpublic, nonsectarian schools</u>
<u>Ed. Code 60600-60648.5</u>	<u>Assessment of academic achievement</u>
<u>Ed. Code 64000</u>	<u>Categorical programs included in consolidated application</u>
<u>Ed. Code 64001</u>	<u>School plan for student achievement; consolidated application programs</u>
<u>Ed. Code 65000-65001</u>	<u>School site councils</u>
<u>Ed. Code 69432.9-69432.92</u>	<u>Cal Grant program; notification of grade point average and high school graduation</u>
<u>Gov. Code 1090-1099</u>	<u>Prohibitions applicable to specified officers</u>
<u>Gov. Code 3540-3549.3</u>	<u>Educational Employment Relations Act</u>
<u>Gov. Code 3555-3559</u>	<u>Public employee communication, information and orientation</u>
<u>Gov. Code 54950-54963</u>	<u>The Ralph M. Brown Act</u>
<u>Gov. Code 6250-6270</u>	<u>California Public Records Act</u>
<u>Gov. Code 81000-91014</u>	<u>Political Reform Act of 1974</u>
<u>H&S Code 104420</u>	<u>Tobacco Use Prevention Education grant program</u>
<u>H&S Code 104559</u>	<u>Tobacco-free schools</u>
<u>Lab. Code 1198.5</u>	<u>Personnel records related to performance and grievance</u>
<u>Lab. Code 3074.2</u>	<u>Notice of college and career fairs</u>
<u>Pen. Code 1192.7</u>	<u>Definition of serious felony</u>
<u>Pen. Code 667.5</u>	<u>Definition of violent felony</u>
<u>Veh. Code 28160</u>	<u>Child safety alert system</u>
<u>Federal References</u>	<u>Description</u>

[20 USC 1681-1688](#)[Title IX of the Education Amendments of 1972; discrimination based on sex](#)[20 USC 6311](#)[State plan](#)[20 USC 7221-7221j](#)[Charter schools](#)[34 CFR 200.1-200.78](#)[Accountability](#)[42 USC 11431-11435](#)[McKinney-Vento Homeless Assistance Act](#)**Management Resources References****Description**[Attorney General Opinion](#)[104 Ops.Cal.Atty.Gen. 66 \(2021\)](#)[Attorney General Opinion](#)[101 Ops.Cal.Atty.Gen. 92 \(2018\)](#)[Attorney General Opinion](#)[78 Ops.Cal.Atty.Gen. 297 \(1995\)](#)[Attorney General Opinion](#)[89 Ops.Cal.Atty.Gen. 166 \(2006\)](#)[Attorney General Opinion](#)[80 Ops.Cal.Atty.Gen. 52 \(1997\)](#)[CA Department of Education Publication](#)[California School Accounting Manual](#)[Student v. Horizon Instructional Systems Charter School, \(2012\) OAH Case No.](#)[CA Office of Administrative Hearings Decisions](#)[2011060763](#)[Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01,](#)[California Department of Education Publication](#)[July 23, 2020](#)[California Dept. of Pesticide Reg. Publication](#)[School District Integrated Pest Management Plan Template](#)[California Interscholastic Federation Publication](#)[Pursuing Victory with Honor, 1999](#)[Ridgecrest Charter School v. Sierra Sands Unified School District, \(2005\) 130](#)[Court Decision](#)[Cal.App.4th 986](#)[CSBA Publication](#)[Charter Schools: A Guide for Governance Teams, rev. 2016](#)[CSBA Publication](#)[Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017](#)[CSBA Publication](#)[Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018](#)[Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance,](#)[U.S. DOE Guidance](#)[January 2014](#)[U.S. Department of Agriculture -](#)[Website](#)<https://simbli.eboardsolutions.com/SU/RslshJVkZjGiBHO8TX9tA3tqQ==>[National Suicide Prevention Lifeline -](#)[Website https://simbli.eboardsolutions.com/SU/yAd89LtBVSINaH2aImpg2Q==](https://simbli.eboardsolutions.com/SU/yAd89LtBVSINaH2aImpg2Q==)

National Domestic Violence Hotline -

Website https://simbli.eboardsolutions.com/SU/d1fBFpjoslsh4vvBXfU68zMWg==

California State Teachers Retirement System -

Website https://simbli.eboardsolutions.com/SU/dDkW9gdO2YplusqCVo1qG2vslshw==

California Public Employees Retirement System -

Website

https://simbli.eboardsolutions.com/SU/BtrWsDRenb5z2ZZethXOCw==

California Department of General Services, Office of Administrative Hearings -

Website https://simbli.eboardsolutions.com/SU/hkXUvTmkSbRSTIh3V79tXg==

California Commission on Teacher Credentialing -

Website https://simbli.eboardsolutions.com/SU/Eg0pluss7NDrgK1KmPo9MgqplusA==

California Commission on Peace Officer Standards and Training -

Website

https://simbli.eboardsolutions.com/SU/T42f3sLyPIGPzJCTWmplusqxA==

California Bureau of Security and Investigative Services -

Website https://simbli.eboardsolutions.com/SU/7cVjGFeMAXplusS8IdHUhcceYQ==

California State Controller -

Website https://simbli.eboardsolutions.com/SU/P16GQ6rhv8osIqGWlI7phA==

California Department of Pesticide Regulation -

Website https://simbli.eboardsolutions.com/SU/oAOBdj0jGZedpcK5jhJiw==

California Student Aid Commission -

Website https://simbli.eboardsolutions.com/SU/YTrTI0NffiZjZQWhb3fewg==

National Association of Charter School Authorizers -

Website

https://simbli.eboardsolutions.com/SU/9nzhOG5X2VVH42kJJnO6kg==

California Charter Schools Association -

Website https://simbli.eboardsolutions.com/SU/aplushtDM8pluszN2tpwTckx11kA==

California Department of Education, Charter Schools -

Website

https://simbli.eboardsolutions.com/SU/PdGgkCs2YZ3fwPslhsls shoGe7iQ==

California Interscholastic Federation -

Website

https://simbli.eboardsolutions.com/SU/QthhhDMKplusJ3akAI8GRP72g==

California Office of the Attorney General -

Website https://simbli.eboardsolutions.com/SU/5qNsIsh5DoKuytasYcv9khGiA==

CSBA -

Website https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

U.S. Department of Education -

Website

https://simbli.eboardsolutions.com/SU/XcSsJimosIsh3XhJKy4tplus7wplusA
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**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-5

MEETING DATE: 09/27/2022

SUBJECT: Tentative Agreement with the San Juan Professional Educators Coalition and the San Juan Unified School District

DEPARTMENT: Labor Relations

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

ACTION REQUESTED:

The board is asked to discuss the San Juan Professional Educators Coalition tentative agreement with the San Juan Unified School District.

Action Anticipated: October 11, 2022

RATIONALE/BACKGROUND:

Statute requires that the public be made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].”

This tentative agreement is intended to be ratified by the San Juan Professional Educators Coalition prior to the board action on 10/11/2022.

ATTACHMENTS:

A: Tentative Agreement Between San Juan Unified School District (District) and the San Juan Professional Educators Coalition (Coalition)

B: AB1200

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ 0

Additional Budget: \$ 3,960,751.29

Funding Source: Unrestricted Base

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: NA

Strategic Plan: N/A

FINANCIAL DATA:

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, Fiscal Services has prepared an analysis of the fiscal impact of the proposed agreement and has submitted it to the Sacramento County Office of Education. Costs to the General Fund

beginning each year for the San Juan Professional Educators Coalition tentative collective bargaining agreement are: an ongoing increase of \$2,706,162. An additional ongoing increase of \$1,254,589.29 will take effect in 2023-2024.

PREPARED BY: Daniel Thigpen, Senior Director, Labor Relations *DT*

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

**Tentative Agreement Between
San Juan Unified School District (District)
and the San Juan Professional Educators Coalition (SJPEC)**

September 15, 2022

Article 7: Transfers

7.3 Requests for Transfers: The District and SJPEC agree to jointly design by December 1, 2022 and pilot in the 2022-23 school year adjustments to the process to better support the success of experienced professional educators. The parties will jointly evaluate this pilot and negotiate impacts during the next bargaining cycle, which is scheduled to begin in the spring of 2023.

Article 9: Work Year and Hours

9.6: The District and SJPEC agree to jointly review in the 2022-23 school year existing minimum staffing ratios and current needs. Any findings from this review will be negotiated during the next bargaining cycle, which is scheduled to begin in the spring of 2023.

Article 12: Salary

12.1 Unit Salary Schedules: This agreement concludes bargaining for Article 12 for the 2022-23 and 2023-24 school years.

2022-23 School Year:

- All base salaries, stipends and extra assignment/hourly pay included in the contract shall be increased by a total of 10%, effective July 1, 2022.
- The new salary schedule will be reflected in members' pay no later than November 30, 2022.
- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.

2023-24 School Year:

- All 2023-24 base salaries, stipends and extra assignment/hourly pay included in the contract shall be increased by a total of 4.5%, effective as of July 1, 2023.
 - The parties agree to reopen Article 11 for bargaining when one or any combination of the following conditions are met:
 - At the time of the State Adopted Budget for 2022-23, the Department of Finance projected a fully funded COLA for the 2023-24 school year in the

amount of 5.38%. If the actual funded COLA is greater than 5.38%, or there is an increase to the LCFF that results in more than a 5.38% increase in funding to the District, and/or there is an ongoing increase from another source that results in an ongoing increase greater than 5.38%, the parties agree to reopen Article 11 for 2023-24 bargaining.

- The District will present to the Board of Education the 2022-23 Unaudited Actuals and a 2023-24 Revised Budget in September 2023. If revised estimated expenses result in ongoing, unrestricted and not previously encumbered dollars that are higher than projected in the June 2022 Adopted Budget, the parties agree to reopen Article 11 for 2023-24 bargaining.

Article 13: Fringe Benefits

- Maintains previous benefits package.
 - No increase to co-pay
 - No increase to prescription costs

Additional ongoing investments to address bargaining unit needs: Effective beginning in the 2022-23 school year, the District shall budget approximately \$189,309 in ongoing, unrestricted funds to address needs within the bargaining unit, including but not limited to staffing, working conditions, and/or recruitment and retention.

- This investment shall not be used for across-the-board increases to the SJPEC salary schedule.
- The District and SJPEC shall negotiate the usage of this budget appropriation with the intent to reach agreement by December 1, 2022.

Daniel Thigpen

9-15-2022

Daniel Thigpen	Date
Senior Director, Labor Relations	
San Juan Unified School District	

Damon Smith

9/15/22

Damon Smith	Date
President	
San Juan Professional Educators Coalition	

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	San Juan Unified School District		
Name of Bargaining Unit:	San Juan Professional Educators Coalition (SJPEC)		
Certificated, Classified, Other:	Certificated		

The proposed agreement covers the period beginning: **July 1, 2022** (date) and ending: **June 30, 2024** (date)
The Governing Board will act upon this agreement on: **October 11, 2022** (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2022-23	Year 2 Increase/(Decrease) 2023-24	Year 3 Increase/(Decrease) 2024-25
1. Salary Schedule Including Step and Column	\$ 21,289,903	\$ 2,288,665	\$ 1,070,585	\$ 221,842
		10.75%	4.54%	0.90%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 5,379,300	\$ 578,275	\$ 270,504	\$ 56,053
		10.75%	4.54%	0.90%
4. Health/Welfare Plans	\$ 5,049,702	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 31,718,905	\$ 2,866,939	\$ 1,341,089	\$ 277,895
		9.04%	3.88%	0.77%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	164.32			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 193,031	\$ 17,447	\$ 8,161	\$ 1,691
		9.04%	3.88%	0.77%

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A. Proposed Change in Compensation (Continued)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

Year 1-2022/23 10% on-going salary increase & equivalent of .75% in additional on-going FTE for unit need.
Year 2-2023/24 4.5% on going salary increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Unit was able to negotiate additional FTE equivalent to the cost of .75% of the calculated 1% to support positions with impacted workloads as a result of learning recovery and COVID.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Unit is still determining need and will add FTE where needed that does not exceed .75% of the calculated 1% for their unit.

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D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

If COLA used in the MYP for FY 2023/24 of 5.38% comes in higher or other unrestricted funds are made available to the district in 2023/24 salary will be reopened for negotiation purposes in 2023/24.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted general fund dollars in year 1 and unrestricted general funds dollars and fund balance in year 2.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The district has a healthy fund balance. Projections included the use of unrestricted general funds to pay for increases with surplus projected year 1 (2022/23) and minor deficit in year 2 (2023/24) in the amount of \$10,474,143.76 and projected deficit in year 3 (2024/25) in the amount of \$1,511,010.73.

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ -	\$ 422,718,205
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ -	\$ 9,531,194
Other Local Revenue	8600-8799	\$ 1,473,821	\$ -	\$ 1,473,821
TOTAL REVENUES		\$ 433,723,220	\$ -	\$ 433,723,220
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 164,563,587	\$ 1,569,866	\$ 166,133,453
Classified Salaries	2000-2999	\$ 44,865,834	\$ -	\$ 44,865,834
Employee Benefits	3000-3999	\$ 101,601,116	\$ 396,658	\$ 101,997,774
Books and Supplies	4000-4999	\$ 7,471,616	\$ -	\$ 7,471,616
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ -	\$ 24,705,837
Capital Outlay	6000-6999	\$ 5,588,364	\$ -	\$ 5,588,364
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,233,733	\$ -	\$ 1,233,733
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ -	\$ (7,248,831)
TOTAL EXPENDITURES		\$ 342,781,256	\$ 1,966,523	\$ 344,747,779
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ -	\$ 1,676,777
Contributions	8980-8999	\$ (56,236,964)	\$ (8,200,000)	\$ (64,436,964)
OPERATING SURPLUS (DEFICIT)*		\$ 33,029,223	\$ (10,166,523)	\$ 22,862,700
BEGINNING FUND BALANCE	9791	\$ 169,920,767		\$ 169,920,767
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 202,949,990	\$ (10,166,523)	\$ 192,783,466
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ 1,956,337
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (10,745,316)	\$ 147,841,523

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 2,061,615	\$ -	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 160,615,737	\$ -	\$ 160,615,737
Other Local Revenue	8600-8799	\$ 4,545,896	\$ -	\$ 4,545,896
TOTAL REVENUES		\$ 267,822,843	\$ -	\$ 267,822,843
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 59,740,108	\$ 649,461	\$ 60,389,569
Classified Salaries	2000-2999	\$ 45,052,873	\$ -	\$ 45,052,873
Employee Benefits	3000-3999	\$ 81,556,575	\$ 164,099	\$ 81,720,674
Books and Supplies	4000-4999	\$ 36,510,596	\$ -	\$ 36,510,596
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ -	\$ 17,903,852
Capital Outlay	6000-6999	\$ 3,629,881	\$ -	\$ 3,629,881
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ -	\$ 107,404
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ -	\$ 6,053,617
TOTAL EXPENDITURES		\$ 250,554,906	\$ 813,561	\$ 251,368,467
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ -	\$ 4,728,836
Contributions	8980-8999	\$ 56,236,964	\$ 8,200,000	\$ 64,436,964
OPERATING SURPLUS (DEFICIT)*		\$ 68,776,065	\$ 7,386,439	\$ 76,162,504
BEGINNING FUND BALANCE	9791	\$ 53,679,871		\$ 53,679,871
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 122,455,936	\$ 7,386,439	\$ 129,842,375
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 122,455,936	\$ 7,386,439	\$ 129,842,375
Committed	9750-9760			
Assigned Amounts	9780			
Reserve for Economic Uncertainties	9789		\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 424,779,820	\$ -	\$ 424,779,820
Federal Revenue	8100-8299	\$ 100,599,595	\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 170,146,931	\$ -	\$ 170,146,931
Other Local Revenue	8600-8799	\$ 6,019,717	\$ -	\$ 6,019,717
TOTAL REVENUES		\$ 701,546,063	\$ -	\$ 701,546,063
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 224,303,695	\$ 2,219,327	\$ 226,523,022
Classified Salaries	2000-2999	\$ 89,918,707	\$ -	\$ 89,918,707
Employee Benefits	3000-3999	\$ 183,157,691	\$ 560,757	\$ 183,718,448
Books and Supplies	4000-4999	\$ 43,982,212	\$ -	\$ 43,982,212
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689	\$ -	\$ 42,609,689
Capital Outlay	6000-6999	\$ 9,218,245	\$ -	\$ 9,218,245
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137	\$ -	\$ 1,341,137
7400-7499				
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)	\$ -	\$ (1,195,214)
TOTAL EXPENDITURES		\$ 593,336,162	\$ 2,780,084	\$ 596,116,246
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ -	\$ 6,405,613
Contributions	8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 101,805,288	\$ (2,780,084)	\$ 99,025,204
BEGINNING FUND BALANCE	9791	\$ 223,600,638		\$ 223,600,638
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 325,405,926	\$ (2,780,084)	\$ 322,625,842
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ 1,956,337
Restricted	9740	\$ 122,455,936	\$ 7,386,439	\$ 129,842,375
Committed	9750-9760	\$ 28,958,784	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (10,745,316)	\$ 147,841,523

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 440,319	\$ -	\$ 440,319
Other State Revenue	8300-8599	\$ 3,180,982	\$ -	\$ 3,180,982
Other Local Revenue	8600-8799	\$ 156,000	\$ -	\$ 156,000
TOTAL REVENUES		\$ 3,777,301	\$ -	\$ 3,777,301
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 1,006,519	\$ 31,498	\$ 1,038,017
Classified Salaries	2000-2999	\$ 440,637	\$ -	\$ 440,637
Employee Benefits	3000-3999	\$ 834,873	\$ 7,958	\$ 842,831
Books and Supplies	4000-4999	\$ 106,361	\$ -	\$ 106,361
Services and Other Operating Expenditures	5000-5999	\$ 1,227,969	\$ -	\$ 1,227,969
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 55,595	\$ -	\$ 55,595
TOTAL EXPENDITURES		\$ 3,671,954	\$ 39,456	\$ 3,711,410
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 99,347	\$ -	\$ 99,347
OPERATING SURPLUS (DEFICIT)*	\$ 6,000	\$ (39,456)	\$ -	\$ (33,456)
BEGINNING FUND BALANCE	9791	\$ 2,136,463		\$ 2,136,463
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE	\$ 2,142,463	\$ (39,456)	\$ -	\$ 2,103,007
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,078,824	\$ (39,456)	\$ 2,039,368
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 63,639	\$ -	\$ 63,639
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 15,173,722	\$ -	\$ 15,173,722
Other State Revenue	8300-8599	\$ 5,701,167	\$ -	\$ 5,701,167
Other Local Revenue	8600-8799	\$ 4,374,955	\$ -	\$ 4,374,955
TOTAL REVENUES		\$ 25,249,844	\$ -	\$ 25,249,844
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 9,085,110	\$ 37,840	\$ 9,122,950
Classified Salaries	2000-2999	\$ 5,172,900	\$ -	\$ 5,172,900
Employee Benefits	3000-3999	\$ 9,371,242	\$ 9,561	\$ 9,380,803
Books and Supplies	4000-4999	\$ 3,969,097	\$ -	\$ 3,969,097
Services and Other Operating Expenditures	5000-5999	\$ 522,393	\$ -	\$ 522,393
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 785,307	\$ -	\$ 785,307
TOTAL EXPENDITURES		\$ 28,906,049	\$ 47,401	\$ 28,953,450
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 2,724,599	\$ -	\$ 2,724,599
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (931,606)	\$ (47,401)	\$ (979,007)
BEGINNING FUND BALANCE	9791	\$ 3,606,212		\$ 3,606,212
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 2,674,606	\$ (47,401)	\$ 2,627,205
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,282,288	\$ (47,401)	\$ 2,234,887
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 392,318	\$ -	\$ 392,318
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	2022-23	2023-24	2024-25	
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ 442,552,524	\$ 453,125,294
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ 7,195,822	\$ 5,682,747
Other Local Revenue	8600-8799	\$ 1,473,821	\$ 1,456,819	\$ -
TOTAL REVENUES		\$ 433,723,220	\$ 451,205,165	\$ 458,808,041
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 166,133,453	\$ 191,104,554	\$ 192,252,459
Classified Salaries	2000-2999	\$ 44,865,834	\$ 52,358,828	\$ 52,766,564
Employee Benefits	3000-3999	\$ 101,997,774	\$ 110,893,083	\$ 113,298,219
Books and Supplies	4000-4999	\$ 7,471,616	\$ 7,199,403	\$ 7,298,809
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ 26,163,745	\$ 26,590,062
Capital Outlay	6000-6999	\$ 5,588,364	\$ 830,915	\$ 847,284
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,233,733	\$ 908,181	\$ 758,185
Transfers of Indirect Costs	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ (5,971,203)	\$ (5,413,040)
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 344,747,779	\$ 383,487,506	\$ 388,398,542
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ 48,655	\$ 160,300
Contributions	8980-8999	\$ (64,436,964)	\$ (75,167,831)	\$ (68,759,360)
OPERATING SURPLUS (DEFICIT)*		\$ 22,862,700	\$ (7,497,827)	\$ 1,490,839
BEGINNING FUND BALANCE	9791	\$ 169,920,767	\$ 192,783,466	\$ 185,285,639
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 192,783,466	\$ 185,285,639	\$ 186,776,479
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146	\$ 242,146
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
Unassigned/Unappropriated Amount	9790	\$ 147,841,523	\$ 143,307,064	\$ 145,882,532

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 2,061,615	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 160,615,737	\$ 75,632,797
Other Local Revenue	8600-8799	\$ 4,545,896	\$ 3,676,125
TOTAL REVENUES		\$ 267,822,843	\$ 160,510,583
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 60,389,569	\$ 63,675,064
Classified Salaries	2000-2999	\$ 45,052,873	\$ 49,308,110
Employee Benefits	3000-3999	\$ 81,720,674	\$ 85,660,149
Books and Supplies	4000-4999	\$ 36,510,596	\$ 24,368,517
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ 10,850,752
Capital Outlay	6000-6999	\$ 3,629,881	\$ 9,573,000
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ 107,404
	7400-7499		
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ 4,781,652
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES		\$ 251,368,467	\$ 248,324,647
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ 2,004,237
Contributions	8980-8999	\$ 64,436,964	\$ 75,167,831
OPERATING SURPLUS (DEFICIT)*		\$ 76,162,504	\$ (14,650,470)
BEGINNING FUND BALANCE	9791	\$ 53,679,871	\$ 129,842,375
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 129,842,375	\$ 115,191,905
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ -	\$ -
Restricted	9740	\$ 129,842,375	\$ 115,191,905
Committed	9750-9760		
Assigned	9780		
Reserve for Economic Uncertainties	9789	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP
Bargaining Unit: San Juan Professional Educators Coalition (SJPEC)

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 424,779,820	\$ 444,614,139
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 170,146,931	\$ 82,828,619
Other Local Revenue	8600-8799	\$ 6,019,717	\$ 5,132,944
TOTAL REVENUES		\$ 701,546,063	\$ 611,715,748
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 226,523,022	\$ 254,779,618
Classified Salaries	2000-2999	\$ 89,918,707	\$ 101,666,938
Employee Benefits	3000-3999	\$ 183,718,448	\$ 196,553,232
Books and Supplies	4000-4999	\$ 43,982,212	\$ 31,567,920
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689	\$ 37,014,497
Capital Outlay	6000-6999	\$ 9,218,245	\$ 10,403,915
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137	\$ 1,015,585
	7400-7499		\$ 865,589
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)	\$ (1,189,551)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES		\$ 596,116,246	\$ 631,812,153
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ 2,052,892
Contributions	8980-8999	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 99,025,204	\$ (22,148,297)
BEGINNING FUND BALANCE	9791	\$ 223,600,638	\$ 322,625,842
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 322,625,842	\$ 300,477,544
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146
Restricted	9740	\$ 129,842,375	\$ 115,191,905
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645
Unassigned/Unappropriated Amount	9790	\$ 147,841,523	\$ 143,307,064
			\$ 145,882,532

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 6

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 602,521,859	\$ 633,865,045	\$ 584,650,833
b. Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c. Net Expenditures, Transfers Out, and Uses	\$ 602,521,859	\$ 633,865,045	\$ 584,650,833
d. State Standard Minimum Reserve Percentage for this District Enter percentage →	2.00%	2.00%	2.00%
e. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 12,050,437	\$ 12,677,301	\$ 11,693,017

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 147,841,523	\$ 143,307,064	\$ 145,882,532
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d. Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 160,368,346	\$ 156,084,709	\$ 157,575,548
f. Reserve for Economic Uncertainties Percentage	26.62%	24.62%	26.95%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2023-24	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2024-25	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 7

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)

- 5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 2,866,939
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (2,780,084)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (39,456)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (47,401)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (2,866,941)

Variance \$ (2)

Variance Explanation:

Contributions to restricted programs increased as a result of the settlement agreement.

- 6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 101,805,288	17.0%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 99,025,204	16.4%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (22,148,297)	(3.5%)	The use of one-time restricted funds.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (13,723,164)	(2.3%)	The use of one-time restricted funds.

Deficit Reduction Plan (as necessary):

- 7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 8

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the San Juan Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from 7/1/2022 to 6/30/2024.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 2,866,941
Ending Balance(s) Increase/(Decrease)	<u>\$ (2,866,941)</u>

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 2,995,953
Ending Balance(s) Increase/(Decrease)	<u>\$ (2,995,953)</u>

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

District Superintendent
(Signature)

Date

I hereby certify I am unable to certify

Chief Business Official
(Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 8a

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Used assumptions included in our 45 day revise and COLA of 13.26% in 2022/23 per DOF revised calculation.

Assumed 10.75% increase for all SJPEC in 22/23 and all units in Out years along with an increase of 4.5% for all units in all years.

Assumed our typical S&C of .9% for both certificated and classified and H&W historical rate of 4.32% growth.

Concerns regarding affordability of agreement in subsequent years (if any):

Although the MYP reflects deficit spending the majority is due to the use of one-time restricted funds being used in all three years.

Year 2023/24 reflects a deficit as a result of the increase that is intentional as we have on-going unrestricted funds falling to find balance prior to this settlement agreement.

Public Disclosure of Proposed Collective Bargaining Agreement

Page 9

K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

San Juan Unified School District

District Name

District Superintendent
(Signature)

Jennifer Stahlheber

Contact Person

Date

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 11, 2022, took action to approve the proposed agreement with the San Juan Professional Educators Coalition Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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

AGENDA ITEM: I-6

MEETING DATE: 09/27/2022

SUBJECT: Tentative Agreement with the San Juan Teachers Association and the San Juan Unified School District

DEPARTMENT: Labor Relations

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

ACTION REQUESTED:

The board is asked to discuss the San Juan Teachers Association tentative agreement with the San Juan Unified School District.

Action Anticipated: October 11, 2022

RATIONALE/BACKGROUND:

Statute requires that the public be made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].”

This tentative agreement is intended to be ratified by the San Juan Teachers Association prior to the board action on 10/11/2022.

ATTACHMENTS:

A: Tentative Agreement Between San Juan Unified School District (District) and the San Juan Teachers Association (Association)
B: AB1200

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ 0

Additional Budget: \$ 35,537,915.50

Funding Source: Unrestricted Base

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: NA

Strategic Plan: N/A

FINANCIAL DATA:

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, Fiscal Services has prepared an analysis of the fiscal impact of the proposed agreement and has submitted it to the Sacramento County Office of Education. Costs to the General Fund

beginning each year for the San Juan Teachers Association tentative collective bargaining agreement are: an ongoing increase of \$24,281,089.50 in 2022-2023. An additional ongoing increase of \$11,256,826 will take effect in 2023-2024.

PREPARED BY: Daniel Thigpen, Senior Director, Labor Relations *DT*

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

DR


Tentative Agreement Between
San Juan Unified School District (District)
and the San Juan Teachers Association (Association)

September 15, 2022

Article 11. SALARY SCHEDULES

11.01 Certificated Salary Schedules

This agreement concludes bargaining for Article 11 for the 2022-23 and 2023-24 school years.

2022-23 School Year: It is the intent of the parties to provide a salary increase that keeps San Juan Unified School District competitive with surrounding districts.

- All base salary schedules (TK-12, ECE, and Adult Ed), shall be increased by a total of 10%, effective as of July 1, 2022.
 - ECE: The parties agree that no reduction in staffing will occur as a result of the salary increase. Reductions may still occur based on enrollment decline.
- The new salary schedule will be reflected in the members' pay no later than November 30, 2022.
- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.
- There is no increase to stipend schedules D-6, D-7, D-8 and D-9 in 2022-23.

2023-24 School Year: It is the intent of the parties to adjust the various stipend schedules to more appropriately compensate practitioners for the additional work that they do, as well as create the ability to recruit and retain in hard-to-staff areas.

- All 2023-24 base salary schedules (TK-12, ECE, and Adult Ed), shall be increased by a total of 1%, effective as of July 1, 2023.
 - The parties agree to reopen Article 11 for bargaining when one or any combination of the following conditions are met:
 - At the time of the State Adopted Budget for 2022-23, the Department of Finance projected a fully funded COLA for the 2023-24 school year in the amount of 5.38%. If the actual funded COLA is greater than 5.38%, or there is an increase to the LCFF that results in more than a 5.38% increase in funding to the district, and/or there is an ongoing increase from another

source that results in an ongoing increase greater than 5.38%, the parties agree to reopen Article 11 for 2023-24 bargaining.

- The District will present to the Board of Education the 2022-23 Unaudited Actuals and a 2023-24 Revised Budget in September 2023. If revised estimated expenses result in ongoing, unrestricted and not previously encumbered dollars that are higher than projected in the June 2022 Adopted Budget, the parties agree to reopen Article 11 for 2023-24 bargaining.
- The stipend schedules (D6, D7, D8, D9) shall be replaced with the attached updated schedules.
- Two new stipend schedules (D10 - Advanced Degrees, D11 - Hard to Staff) shall be added to Exhibit D
 - If the 2022-23 D9 positional stipend value exceeds the amount a member would be entitled to under the new combined D11 and D10 stipends, they may remain on the 2022-23 D9 stipend schedule until they would benefit from moving to the new stipend schedule for D11 and D10.
 - At the time of agreement, one member currently serves in the role of Agricultural Teacher. The Agricultural Teacher stipend shall remain at the 2022-23 rate, until such time as a new person takes the position.

Article 8. Work Hours / Calendar

- The attached 2024-25 school year calendar follows the same structure as the previous two school years' calendars.

Article 9. Benefits

- Maintains previous benefits package:
 - No increase to co-pay
 - No increase to prescription costs


Daniel Thigpen Date
Senior Director, Labor Relations
San Juan Unified School District

9-15-22


Dr. Edward Burgess IX Date
Associate Executive Director
San Juan Teachers Association

DT

RE

SIDE LETTER OF AGREEMENT (SLA)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
and the
SAN JUAN TEACHERS ASSOCIATION (Association)
Re: Ongoing increase in staffing

Background:

As part of the negotiations for the 2022-23 school year, the District and Association have agreed to an ongoing increase in staffing equivalent to .75% of a salary increase. This agreement specifically addresses long standing staffing issues.

Statement of Intent:

The District and Association mutually agree to hire the positions listed below. Until the positions are filled, unused FTE may be used to pay for “over contract” stipends.

The parties agree that the language in this SLA will be incorporated into the contract during the 2023-24 contract negotiations.

Agreement:

Starting the 2022-23 School Year Calendar to address minimums / ratio:

Nurses (PK-12)	= 2.0 FTE (New minimum = 19.45 FTE)
Vision	= 1.0 FTE (New minimum = 4 FTE)
Mobility	= 0.5 FTE (New minimum = 1.5 FTE)
Adaptive PE Specialist	= 1.0 FTE (New minimum = 15.4 FTE)

Starting the 2022-23 School Year Calendar to create positions:

Nurse (TK-12)	= 0.2 FTE for SPG Peer Facilitator
Social Worker	= 0.4 FTE
• Social Worker	= 0.2 FTE for SPG Peer Facilitator
• Social Worker	= 0.2 FTE for Lead (aligned with 24.7.02)
SLP	= 2.0 FTE for assessments and IEP support
Special Education (Mild/Mod)	= 4.0 FTE for assessments and IEP support
Special Education (Mod/Severe)	= 2.0 FTE for assessments and IEP support

Bargaining:

The District and the Association agree the above minimums / ratios shall be incorporated into Article 7 at the conclusion of the next bargaining cycle (scheduled to begin in Spring 2023). For example, Article 7.20 will read: *The District agrees to provide 19.65 FTE as a minimum number of staffing out of base funding, with .20 FTE of the 19.65 dedicated to SPG. The District, or individual sites, may choose to enhance this number with alternative funding sources.* Additionally, the parties agree to jointly develop the parameters for the newly created positions and jointly select the practitioners for those roles.

Daniel Thigpen
Senior Director, Labor Relations
San Juan Unified School District

Date

9-15-22

Dr. Edward Burgess IX
Associate Executive Director
San Juan Teachers Association

Date

9/15/2022

DT



Not more than three (3) hours per day may be submitted on those days included on the work day calendar. Not more than six (6) hours per day may be submitted on days not included on the work day calendar.

ADDITIONAL ASSIGNMENT	\$ PER HOUR	
	Years/Steps 1-10*	Years/Steps 11+*
Approved Instructional, Co-curricular and/or Professional Development (Outside regular work day or work year calendar)	40.00	50.00

Beyond Contract (included in contract)			
Current Step	Per Year	Per Semester	Per Day
1-5	\$20,000	\$10,000	\$111.11
6-10	\$24,500	\$12,250	\$136.11
11 +	\$29,000	\$14,500	\$161.11

Over Contact Maximums	
Self-Contained TK-6	\$25 per day/per student
Departmentalized 6-12	\$7 per day/per period/per student

*Qualifying experience as defined by Exhibit D of the SJTA Contract

Anticipated Board approval: October 11, 2022

Effective date: July 1, 2023

CLASS ACTIVITY	PER EVENT	PER YEAR
CADETS		
HS Commandant		\$4,500
HS Bivouac/Snow Survival	\$2,500	
DRAMATICS/OPERETTAS		
(not to exceed three major events per year)		
Middle School	\$2,500	
High School	\$3,500	
MUSIC		
Vocal High School		\$3,500
Instrumental High School		\$3,500
Vocal Middle School		\$2,500
Instrumental Middle School		\$2,500
Instrumental Concert (not to exceed three district-wide events/year)	\$1,500	
Choir/Band (Elementary) (Before and After School)		\$2,500
MISCELLANEOUS		
Activities Director****		\$3,500
Newspaper High School**		\$4,500
Newspaper Middle School		\$3,500
Yearbook High School**		\$4,500
Yearbook Middle School		\$3,500
Pep Arts - Drill Team**		\$3,500
Pep Band**		\$1,500
Academic Decathlon Advisor**		\$3,500
Science Olympian Advisor (HS/MS/K8)		\$3,500
Moot Court or Mock Trial Advisor**		\$3,500
Elementary/K8 Stipend #1***		\$1,000
Elementary/K8 Stipend #2***		\$1,500
Elementary/K8 Stipend #3***		\$2,000
Elementary/K8 Stipend #4***		\$2,500
Elementary/K8 Stipend #5***		\$3,000

*A teacher in charge of a performance or exhibit shall receive the stipend.

**One stipend per school. Adjustments made through negotiations to these stipends.

***Elementary/K8 stipend levels offered for illustrative purposes. Application of Elementary/K8 stipends must be presented to Site Leadership Teams and School Site Councils per the language below¹, and total amount of stipends offered at a single site may not exceed \$10,000 in a single school year or \$3,000 for an individual stipend.

****All Activities Directors (9 - 12) shall receive one period (minimum) of additional preparation time in addition to their stipend. If the Activities Director is at a school on a block schedule the Activities Director shall receive one period of prep during the Fall Term and one period of prep during the Spring Term to complete the work.

¹Guidelines shall be established by the District controlling the identification of those person who will receive the stipends. Schools with unused Extra Curricular Class Activities stipends who wish to alter the application of those stipends may present innovative proposals to their Site Leadership Team and School Site Councils for approval.



The District shall create and maintain a published schedule of all coaching stipends for high school and middle school athletic activities.

SJTA bargaining unit members who serve in coaching roles identified for stipends shall receive an additional annual stipend at the following rate:

Additional Stipend Rate
\$1,500 on top of base coaching stipend

Anticipated Board approval: October 11, 2022

Effective date: July 1, 2023



LEADERSHIP / SUPPORT STAFF STIPEND	INCLUDED IN CONTRACT	STIPEND AMOUNT
Agricultural Teacher (additional assignment)*	6,000	
Athletic Director (9 - 12)**	5,250	
Combination Class Teacher	3,000	
Consulting Teacher	6,000	
CTS (Center for Teacher Support) Panel	3,750	
Curriculum Facilitator (9 - 12)	2,500	
Department Chairperson – HS/MS/K8 middle years (5 or more practitioners)	2,500	
Department Chairperson – HS/MS/K8 middle years (2-4 practitioners)	1,500	
Elementary & Special Education Centers Teacher-in-Charge	2,500	
Facilitator Mentor	6,000	
Intern Advisor	1,500	
Intramural Coordinator	3,750	
Leadership Team Member	2,500	
Peer Facilitator	5,000	
Professional Growth Team (PGT)	3,750	
Site Coach	3,000	
Site Coach (supporting an additional teacher)	2,000	
Summer School Teacher-In-Charge***		
Regular Program - Elementary School		6,392
Regular Program - Middle School		7,961
Extended Program - Middle School		11,012
Regular Program - High School		9,945
Special Education - Elementary (25 days)		6,392
Special Education - LaVista/L.Ruff (30 days)		7,961
Special Education - R. Richardson Center (35 days)		7,961
Special Education - High School (30 days)		10,785

*At the time of agreement, one member currently serves in the role of Agricultural Teacher. The current Agricultural Teacher stipend shall remain at the 2022-23 rate (\$6,035), until such time as a new person takes the position.

**All Athletic Directors (9 - 12) shall receive one period (minimum) of additional preparation time in addition to their stipend. If the Athletic Director is at a school on a block schedule the Athletic Director shall receive one period of prep during the Fall Term and one period of prep during the Spring Term to complete the work.

***These rates will be commensurate with summer school rates paid to certificated management overseeing summer school programs.

Anticipated Board approval: October 11, 2022

Effective date: July 1, 2023

*DK**JK*

ADVANCED DEGREE/CERTIFICATION/LICENSURE	STIPEND INCLUDED IN CONTRACT**
Masters Degree, Doctorate or National Board Certification	3,000
Two or more of the above attained	4,500
Licensure*	4,500
Licensure + Advanced Degree(s)	6,000

*Members must be serving in an assignment that utilizes a valid license to receive this stipend. It is the responsibility of the practitioner to submit their licensure to Human Resources for consideration. Members wishing to be considered for an exception must write a letter to the Director of Human Resources and the President of SJTA stating reasons why their valid license is relevant to their current assignment and the stipend should be approved.

**Members can only collect one of the above stipends. These stipends do not compound.

Anticipated Board approval: October 11, 2022

Effective date: July 1, 2023

DT



Hard To Staff*	INCLUDED IN CONTRACT**
Staffing Difficulty I	\$5,000
• Teacher of the Visually Impaired	
• Mobility Specialist/Teacher	
• Teacher of students with Orthopedic Impairment	
Staffing Difficulty II	\$3,500
• Nurses	
• Teacher of Deaf & Hard of Hearing	
• Speech and Language Pathologists	
• Special Education Teachers - Serving Mod/Severe and/or Emotionally Distrurbed	
Staffing Difficulty III	\$2,000
• Counselors (all levels)	
• Social Workers	
• Special Education Teacher - Not covered above	

*Hard to Staff stipends will be revisited in the Spring of 2024 to determine which should remain, be adjusted, removed or added to this stipend schedule; once a member receives the "Hard to Staff" stipend as part of their annual income, it will remain a part of their salary until they leave that position even if the position is removed from D11 . This schedule will be revisited once every three years from that point forward. The second round will be in advance of the 2027-28 school year.

**Members can only collect one of the above stipends. These stipends do not compound.

Anticipated Board approval: October 11, 2022

Effective date: July 1, 2023

San Juan Unified School District
2024-2025 School Year Calendar

DT
JH

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					School Days	School Days	Non-Inst Day
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Elem	Sec	
July	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31					
August			1	2		5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	12	12	2
September	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30				20	20		
October	1	2	3	4		7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		22	22	
November				1		4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	14	14	1 (Elem & K8)
December	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			15	15		
January		1	2	3	6	7	8	9	10		13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	18	18	1 (MS & HS)
February	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28					15	15		
March	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31				19	19		
April		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30		17	17		
May			1	2		5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21	21	
June	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30				7	7	1	

Holidays / School Closed

- September 2, Labor Day
- November 11, Veterans' Day
- November 28, Thanksgiving Day
- November 29, Local Holiday
- December 25, Christmas Day
- December 26, 27, 30, 31 Winter Recess
- January 1, New Year's Day
- January 20, Martin Luther King, Jr. Day
- February 17, Presidents' Day
- February 18, Lincoln's Day Observed
- April 18, Local Holiday
- May 26, Memorial Day

First/Last Day of Service

August 13-June 11

Student First/Last Day

August 15 - June 10

***Non-Instructional Days**

August 13 - Staff Development Day

August 14- Teacher Work Day

November 15 - Elementary & K8 Teacher Work Day

November 15 - HS/MS Closed

January 6 - MS & HS Teacher Work Day

January 6 - Elementary / K8 Closed

June 11- Teacher Work Day (186 day or less only)

*Plus 2 Staff Development Days (Legislative-Non ADA): as determined per site

Work Days

180

180

Non-Instructional Days*

6

Total Days

186

Semester Dates - Secondary (MS & HS)

August 15 - January 6 = 83 Days

January 7 - June 11 = 97 Days

Trimester Dates - Elementary & K8

August 15 - November 15 (13 weeks)

November 18 - March 7 (12 weeks)

March 10 - June 11 (12 weeks)

Strike through days represent "School Recess Days"

Board Approved:

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	San Juan Unified School District		
Name of Bargaining Unit:	San Juan Teachers Association - SJTA		
Certificated, Classified, Other:	Certificated		

The proposed agreement covers the period beginning: **July 1, 2022** (date) and ending: **June 30, 2024** (date)
The Governing Board will act upon this agreement on: **October 11, 2022** (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2022-23	Year 2 Increase/(Decrease) 2023-24	Year 3 Increase/(Decrease) 2024-25
1. Salary Schedule Including Step and Column	\$ 206,958,794	\$ 22,248,070	\$ 3,469,046	\$ 2,094,083	
		10.75%	1.51%	0.90%	
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 15,234,520	\$ -	\$ 7,904,299	\$ 7,904,299	
		0.00%	51.88%	34.16%	
Description of Other Compensation					
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 49,909,100	\$ 5,365,228	\$ 2,509,731	\$ 520,057	
		10.75%	4.54%	0.90%	
4. Health/Welfare Plans	\$ 45,204,546	\$ -	\$ -	\$ -	
		0.00%	0.00%	0.00%	
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 317,306,961	\$ 27,613,299	\$ 13,883,075	\$ 10,518,438	
		8.70%	4.03%	2.93%	
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	2,271.00				
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 139,721	\$ 12,159	\$ 6,113	\$ 4,632	
		8.70%	4.03%	2.93%	

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 2

A. Proposed Change in Compensation (Continued)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

Year 1-2022/23 10% on-going salary increase & equivalent of .75% in additional on-going FTE for unit need.
Year 2-2023/24 1% on going salary increase & equivalent of 3.5% in new/enhanced stipends.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Unit was able to negotiate additional FTE equivalent to the cost of .75% of the calcualted 1%, to support positions with impacted workloads as a result of learning recovery and COVID.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Unit negotiated additional 13.1 FTE for Nurses, Lead Social Worker and Special Education positions.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

If COLA used in the MYP for FY 2023/24 of 5.38% comes in higher or other unrestricted funds are made available to the district in 2023/24 salary will be reopened for negotiation purposes in 2023/24.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted general fund dollars in year 1 and unrestricted general funds dollars and fund balance in year 2.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The district has a healthy fund balance. Projections included the use of unrestricted general funds to pay for increases with surplus projected year 1 (2022/23) and minor deficit in year 2 (2023/24) in the amount of \$10,474,143.76 and projected deficit in year 3 (2024/25) in the amount of \$1,511,010.73.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4a

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: San Juan Teachers Association - SJTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ -	\$ 422,718,205
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ -	\$ 9,531,194
Other Local Revenue	8600-8799	\$ 1,473,821	\$ -	\$ 1,473,821
TOTAL REVENUES		\$ 433,723,220	\$ -	\$ 433,723,220
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 164,563,587	\$ 15,826,376	\$ 180,389,963
Classified Salaries	2000-2999	\$ 44,865,834	\$ -	\$ 44,865,834
Employee Benefits	3000-3999	\$ 101,601,116	\$ 3,998,850	\$ 105,599,966
Books and Supplies	4000-4999	\$ 7,471,616	\$ -	\$ 7,471,616
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ -	\$ 24,705,837
Capital Outlay	6000-6999	\$ 5,588,364	\$ -	\$ 5,588,364
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,233,733	\$ -	\$ 1,233,733
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ -	\$ (7,248,831)
TOTAL EXPENDITURES		\$ 342,781,256	\$ 19,825,226	\$ 362,606,482
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ -	\$ 1,676,777
Contributions	8980-8999	\$ (56,236,964)	\$ (8,200,000)	\$ (64,436,964)
OPERATING SURPLUS (DEFICIT)*		\$ 33,029,223	\$ (28,025,226)	\$ 5,003,997
BEGINNING FUND BALANCE	9791	\$ 169,920,767		\$ 169,920,767
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 202,949,990	\$ (28,025,226)	\$ 174,924,764
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ 1,956,337
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (28,604,019)	\$ 129,982,820

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4b

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: San Juan Teachers Association - SJTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 2,061,615	\$ -	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 160,615,737	\$ -	\$ 160,615,737
Other Local Revenue	8600-8799	\$ 4,545,896	\$ -	\$ 4,545,896
TOTAL REVENUES		\$ 267,822,843	\$ -	\$ 267,822,843
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 59,740,108	\$ 5,407,766	\$ 65,147,874
Classified Salaries	2000-2999	\$ 45,052,873	\$ -	\$ 45,052,873
Employee Benefits	3000-3999	\$ 81,556,575	\$ 1,366,380	\$ 82,922,955
Books and Supplies	4000-4999	\$ 36,510,596	\$ -	\$ 36,510,596
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ -	\$ 17,903,852
Capital Outlay	6000-6999	\$ 3,629,881	\$ -	\$ 3,629,881
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ -	\$ 107,404
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ -	\$ 6,053,617
TOTAL EXPENDITURES		\$ 250,554,906	\$ 6,774,146	\$ 257,329,052
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ -	\$ 4,728,836
Contributions	8980-8999	\$ 56,236,964	\$ 6,301,531	\$ 62,538,495
OPERATING SURPLUS (DEFICIT)*		\$ 68,776,065	\$ (472,615)	\$ 68,303,450
BEGINNING FUND BALANCE	9791	\$ 53,679,871		\$ 53,679,871
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 122,455,936	\$ (472,615)	\$ 121,983,320
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 122,455,936	\$ (472,616)	\$ 121,983,320
Committed	9750-9760			
Assigned Amounts	9780			
Reserve for Economic Uncertainties	9789		\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ 1	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4c

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Combined General Fund			
		San Juan Teachers Association - SJTA			
Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 424,779,820		\$ -	\$ 424,779,820
Federal Revenue	8100-8299	\$ 100,599,595		\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 170,146,931		\$ -	\$ 170,146,931
Other Local Revenue	8600-8799	\$ 6,019,717		\$ -	\$ 6,019,717
TOTAL REVENUES		\$ 701,546,063		\$ -	\$ 701,546,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 224,303,695	\$ 21,234,142	\$ -	\$ 245,537,837
Classified Salaries	2000-2999	\$ 89,918,707	\$ -	\$ -	\$ 89,918,707
Employee Benefits	3000-3999	\$ 183,157,691	\$ 5,365,231	\$ -	\$ 188,522,922
Books and Supplies	4000-4999	\$ 43,982,212		\$ -	\$ 43,982,212
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689		\$ -	\$ 42,609,689
Capital Outlay	6000-6999	\$ 9,218,245		\$ -	\$ 9,218,245
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137		\$ -	\$ 1,341,137
7400-7499					
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)		\$ -	\$ (1,195,214)
TOTAL EXPENDITURES		\$ 593,336,162	\$ 26,599,372	\$ -	\$ 619,935,534
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ -	\$ -	\$ 6,405,613
Contributions	8980-8999	\$ -	\$ (1,898,469)	\$ -	\$ (1,898,469)
OPERATING SURPLUS (DEFICIT)*		\$ 101,805,288	\$ (28,497,841)	\$ -	\$ 73,307,447
BEGINNING FUND BALANCE	9791	\$ 223,600,638			\$ 223,600,638
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 325,405,926	\$ (28,497,841)	\$ -	\$ 296,908,084
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ -	\$ 1,956,337
Restricted	9740	\$ 122,455,936	\$ (472,616)	\$ -	\$ 121,983,320
Committed	9750-9760	\$ 28,958,784	\$ -	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ -	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (28,604,018)	\$ -	\$ 129,982,821

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

**San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement**

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

San Juan Teachers Association - SJTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 440,319	\$ -	\$ 440,319
Other State Revenue	8300-8599	\$ 3,180,982	\$ -	\$ 3,180,982
Other Local Revenue	8600-8799	\$ 156,000	\$ -	\$ 156,000
TOTAL REVENUES		\$ 3,777,301	\$ -	\$ 3,777,301
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 1,006,519	\$ 88,483	\$ 1,095,002
Classified Salaries	2000-2999	\$ 440,637	\$ -	\$ 440,637
Employee Benefits	3000-3999	\$ 834,873	\$ 22,357	\$ 857,230
Books and Supplies	4000-4999	\$ 106,361	\$ -	\$ 106,361
Services and Other Operating Expenditures	5000-5999	\$ 1,227,969	\$ -	\$ 1,227,969
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 55,595	\$ -	\$ 55,595
TOTAL EXPENDITURES		\$ 3,671,954	\$ 110,840	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 99,347	\$ -	\$ 99,347
OPERATING SURPLUS (DEFICIT)*	\$ 6,000	\$ (110,840)	\$ -	\$ (104,840)
BEGINNING FUND BALANCE	9791	\$ 2,136,463		\$ 2,136,463
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE	\$ 2,142,463	\$ (110,840)	\$ -	\$ 2,031,623
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,078,824	\$ (110,840)	\$ 1,967,984
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 63,639	\$ -	\$ 63,639
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

San Juan Teachers Association - SJTA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 15,173,722	\$ -	\$ 15,173,722
Other State Revenue	8300-8599	\$ 5,701,167	\$ -	\$ 5,701,167
Other Local Revenue	8600-8799	\$ 4,374,955	\$ -	\$ 4,374,955
TOTAL REVENUES		\$ 25,249,844	\$ -	\$ 25,249,844
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 9,085,110	\$ 925,446	\$ 10,010,556
Classified Salaries	2000-2999	\$ 5,172,900	\$ -	\$ 5,172,900
Employee Benefits	3000-3999	\$ 9,371,242	\$ 233,832	\$ 9,605,074
Books and Supplies	4000-4999	\$ 3,969,097	\$ -	\$ 3,969,097
Services and Other Operating Expenditures	5000-5999	\$ 522,393	\$ -	\$ 522,393
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 785,307	\$ -	\$ 785,307
TOTAL EXPENDITURES		\$ 28,906,049	\$ 1,159,278	\$ 30,065,327
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 2,724,599	\$ -	\$ 2,724,599
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (931,606)	\$ (1,159,278)	\$ (2,090,884)
BEGINNING FUND BALANCE	9791	\$ 3,606,212		\$ 3,606,212
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 2,674,606	\$ (1,159,278)	\$ 1,515,328
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,282,288	\$ (1,159,278)	\$ 1,123,010
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 392,318	\$ -	\$ 392,318
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP
San Juan Teachers Association - SJTA

Object Code	2022-23	2023-24	2024-25	
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ 442,552,524	\$ 453,125,294
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ 7,195,822	\$ 5,682,747
Other Local Revenue	8600-8799	\$ 1,473,821	\$ 1,456,819	\$ -
TOTAL REVENUES		\$ 433,723,220	\$ 451,205,165	\$ 458,808,041
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 180,389,963	\$ 191,104,554	\$ 192,252,459
Classified Salaries	2000-2999	\$ 44,865,834	\$ 52,358,828	\$ 52,766,564
Employee Benefits	3000-3999	\$ 105,599,966	\$ 110,893,083	\$ 113,298,219
Books and Supplies	4000-4999	\$ 7,471,616	\$ 7,199,403	\$ 7,298,809
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ 26,163,745	\$ 26,590,062
Capital Outlay	6000-6999	\$ 5,588,364	\$ 830,915	\$ 847,284
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,233,733	\$ 908,181	\$ 758,185
Transfers of Indirect Costs	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ (5,971,203)	\$ (5,413,040)
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 362,606,482	\$ 383,487,506	\$ 388,398,542
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ 48,655	\$ 160,300
Contributions	8980-8999	\$ (64,436,964)	\$ (75,167,831)	\$ (68,759,360)
OPERATING SURPLUS (DEFICIT)*		\$ 5,003,997	\$ (7,497,827)	\$ 1,490,839
BEGINNING FUND BALANCE	9791	\$ 169,920,767	\$ 174,924,764	\$ 167,426,937
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 174,924,764	\$ 167,426,937	\$ 168,917,776
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146	\$ 242,146
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
Unassigned/Unappropriated Amount	9790	\$ 129,982,820	\$ 125,448,362	\$ 128,023,829

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5b

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP
San Juan Teachers Association - SJTA

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 2,061,615	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 160,615,737	\$ 75,632,797
Other Local Revenue	8600-8799	\$ 4,545,896	\$ 3,676,125
TOTAL REVENUES		\$ 267,822,843	\$ 160,510,583
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 65,147,874	\$ 68,692,244
Classified Salaries	2000-2999	\$ 45,052,873	\$ 49,308,110
Employee Benefits	3000-3999	\$ 82,922,955	\$ 85,660,149
Books and Supplies	4000-4999	\$ 36,510,596	\$ 24,368,517
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ 10,850,752
Capital Outlay	6000-6999	\$ 3,629,881	\$ 9,573,000
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ 107,404
	7400-7499		
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ 4,781,652
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES		\$ 257,329,052	\$ 253,341,827
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ 2,004,237
Contributions	8980-8999	\$ 62,538,495	\$ 75,167,831
OPERATING SURPLUS (DEFICIT)*		\$ 68,303,450	\$ (19,667,651)
BEGINNING FUND BALANCE	9791	\$ 53,679,871	\$ 121,983,320
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 121,983,320	\$ 102,315,670
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ -	\$ -
Restricted	9740	\$ 121,983,320	\$ 102,315,670
Committed	9750-9760		
Assigned	9780		
Reserve for Economic Uncertainties	9789	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP
Bargaining Unit: San Juan Teachers Association - SJTA

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 424,779,820	\$ 444,614,139
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 170,146,931	\$ 82,828,619
Other Local Revenue	8600-8799	\$ 6,019,717	\$ 5,132,944
TOTAL REVENUES		\$ 701,546,063	\$ 611,715,748
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 245,537,837	\$ 259,796,798
Classified Salaries	2000-2999	\$ 89,918,707	\$ 101,666,938
Employee Benefits	3000-3999	\$ 188,522,922	\$ 196,553,232
Books and Supplies	4000-4999	\$ 43,982,212	\$ 31,567,920
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689	\$ 37,014,497
Capital Outlay	6000-6999	\$ 9,218,245	\$ 10,403,915
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137	\$ 1,015,585
	7400-7499		\$ 865,589
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)	\$ (1,189,551)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES		\$ 619,935,534	\$ 636,829,333
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ 2,052,892
Contributions	8980-8999	\$ (1,898,469)	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 73,307,447	\$ (27,165,478)
BEGINNING FUND BALANCE	9791	\$ 223,600,638	\$ 296,908,084
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 296,908,084	\$ 269,742,607
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146
Restricted	9740	\$ 121,983,320	\$ 102,315,670
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645
Unassigned/Unappropriated Amount	9790	\$ 129,982,821	\$ 125,448,362
			\$ 128,023,829

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 626,341,147	\$ 638,882,225	\$ 584,650,833
b. Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c. Net Expenditures, Transfers Out, and Uses	\$ 626,341,147	\$ 638,882,225	\$ 584,650,833
d. State Standard Minimum Reserve Percentage for this District Enter percentage →	2.00%	2.00%	2.00%
e. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 129,982,820	\$ 125,448,362	\$ 128,023,829
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d. Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 142,509,643	\$ 138,226,006	\$ 139,716,846
f. Reserve for Economic Uncertainties Percentage	22.75%	21.64%	23.90%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2023-24	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2024-25	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

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I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)

- 5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 27,613,299
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (28,497,841)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (110,840)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (1,159,278)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (29,767,960)

Variance \$ (2,154,661)

Variance Explanation:

Contributions to restricted programs increased as a result of the settlement agreement.

- 6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$101,805,288	17.0%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 73,307,447	11.7%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(27,165,478)	(4.3%)	The use of one-time restricted funds.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(13,723,164)	(2.3%)	The use of one-time restricted funds.

Deficit Reduction Plan (as necessary):

- 7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

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J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the San Juan Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from 7/1/2022 to 6/30/2024.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
Expenditures/Transfers Out and Other Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment	Increase/(Decrease)
\$	(1,898,469)
\$	27,869,491
\$	<u>(29,767,960)</u>

Subsequent Years

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
Expenditures/Transfers Out and Other Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment	Increase/(Decrease)
\$	(1,983,900)
\$	29,123,618
\$	<u>(31,107,518)</u>

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

District Superintendent
(Signature)
 I hereby certify I am unable to certify

Date

Chief Business Official
(Signature)
 I hereby certify I am unable to certify

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Used assumptions included in our 45 day revise and COLA of 13.26% in 2022/23 per DOF revised calculation.

Assumed 10.75% increase for all SJTA in 22/23 and all units in Out years along with an increase of 4.5% for all units in all years.

Assumed our typical S&C of .9% for both certificated and classified and H&W historical rate of 4.32% growth.

Concerns regarding affordability of agreement in subsequent years (if any):

Although the MYP reflects deficit spending the majority is due to the use of one-time restricted funds being used in all three years.

Year 2023/24 reflects a deficit as a result of the increase that is intentional as we have on-going unrestricted funds falling to fund balance prior to this settlement agreement.

Public Disclosure of Proposed Collective Bargaining Agreement

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K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

San Juan Unified School District
District Name

District Superintendent
(Signature)

Jennifer Stahlheber
Contact Person

Date

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 11, 2022, took action to approve the proposed agreement with the San Juan Teachers Association Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Date

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

AGENDA ITEM: I-7

MEETING DATE: 09/27/2022

SUBJECT: Tentative Agreement with the San Juan Supervisors Association and the San Juan Unified School District

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

DEPARTMENT: Labor Relations

ACTION REQUESTED:

The board is asked to discuss the San Juan Supervisors Association tentative agreement with the San Juan Unified School District.

Action Anticipated: October 11, 2022

RATIONALE/BACKGROUND:

Statute requires that the public be made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].”

This tentative agreement is intended to be ratified by the San Juan Supervisors Association prior to the board action on 10/11/2022.

ATTACHMENTS:

A: Tentative Agreement Between San Juan Unified School District (District) and the San Juan Supervisors Association (Supervisors)
B: AB1200

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ 0

Additional Budget: \$ 233,833.21

Funding Source: Unrestricted Base

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: NA

Strategic Plan: N/A

FINANCIAL DATA:

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, Fiscal Services has prepared an analysis of the fiscal impact of the proposed agreement and has submitted it to the Sacramento County Office of Education. Costs to the General Fund

beginning each year for the San Juan Supervisors Association tentative collective bargaining agreement are: an ongoing increase of \$157,036 in 2022-2023. An additional ongoing increase of \$76,847.21 will take effect in 2023-2024.

PREPARED BY: Daniel Thigpen, Senior Director, Labor Relations *DT*

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

Tentative Agreement Between

San Juan Unified School District (District)

and the

San Juan Supervisors Association (SJSA)

September 20, 2022

Article 5: SALARY

5.1 Salaries: This agreement concludes bargaining for Article 5 for the 2022-23 and 2023-24 school years.

2022-23 School Year:

- All base salaries shall be increased by a total of 10%, effective July 1, 2022.
- The new salary schedule will be reflected in members' pay no later than November 30, 2022.
- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.

2023-24 School Year:

- All 2023-24 base salary schedules shall be increased by a total of 4.5%, effective July 1, 2023.
 - The parties agree to reopen Article 11 for bargaining when one or any combination of the following conditions are met:
 - At the time of the State Adopted Budget for 2022-23, the Department of Finance projected a fully funded COLA for the 2023-24 school year in the amount of 5.38%. If the actual funded COLA is greater than 5.38%, or there is an increase to the LCFF that results in more than a 5.38% increase in funding to the district, and/or there is an ongoing increase from another source that results in an ongoing increase greater than 5.38%, the parties agree to reopen Article 11 for 2023-24 bargaining.
 - The District will present to the Board of Education the 2022-23 Unaudited Actuals and a 2023-24 Revised Budget in September 2023. If revised estimated expenses result in ongoing, unrestricted and not previously encumbered dollars that are higher than projected in the June 2022 Adopted Budget, the parties agree to reopen Article 11 for 2023-24 bargaining.

Article 6: FRINGE BENEFITS

- Maintains previous benefits package.
 - No increase to co-pay
 - No increase to prescription costs

Article 14: RETIREMENT (New)

The parties agree to meet during the ~~2021-2022-2022-2023~~ school year to discuss the components of a new Article 14 (Retirement) in preparation for bargaining in the spring of ~~2022-2023~~. ~~Recommendations from this committee will be provided to both teams and will be non-binding.~~

Additional ongoing investments to address bargaining unit needs: Effective beginning in the 2022-23 school year, the District shall budget approximately **\$10,955** in ongoing, unrestricted funds to address needs within the bargaining unit, including but not limited to staffing, working conditions, and/or recruitment and retention.

- This investment shall not be used for across-the-board increases to the SJSA salary schedule.
- The District and SJSA shall negotiate the usage of this budget appropriation with the intent to reach agreement by December 1, 2022.

Daniel Thigpen 9-20-2022

Daniel Thigpen Date
Senior Director, Labor Relations
San Juan Unified School District

Andrew Freitas 9-20-2022

Andrew Freitas Date
Secretary
San Juan Supervisors Association

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	San Juan Unified School District		
Name of Bargaining Unit:	San Juan Supervisors Association (SJSAs)		
Certificated, Classified, Other:	Classified		

The proposed agreement covers the period beginning: **July 1, 2022** (date) and ending: **June 30, 2024** (date)

The Governing Board will act upon this agreement on: **October 11, 2022** (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2022-23	Year 2 Increase/(Decrease) 2023-24	Year 3 Increase/(Decrease) 2024-25
1. Salary Schedule Including Step and Column	\$ 2,910,475	\$ 312,876	\$ 146,356	\$ 30,327	
		10.75%	4.54%	0.90%	
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -	
Description of Other Compensation					
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,166,800	\$ 125,431	\$ 58,674	\$ 12,158	
		10.75%	4.54%	0.90%	
4. Health/Welfare Plans	\$ 291,329	\$ -	\$ -	\$ -	
		0.00%	0.00%	0.00%	
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 4,368,604	\$ 438,307	\$ 205,030	\$ 42,486	
		10.03%	4.27%	0.85%	
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	30.00				
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 145,620	\$ 14,610	\$ 6,834	\$ 1,416	
		10.03%	4.27%	0.85%	

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 2

A. Proposed Change in Compensation (Continued)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

Year 1-2022/23 10% on-going salary increase & equivalent of .75% in additional on-going FTE for unit need.
Year 2-2023/24 4.5% on going salary increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Unit was able to negotiate additional FTE equivalent to the cost of .75% of the calculated 1% to support positions with impacted workloads as a result of learning recovery and COVID.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Unit is still determining need and will add FTE where needed that does not exceed .75% of the calculated 1% for their unit.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 3

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

If COLA used in the MYP for FY 2023/24 of 5.38% comes in higher or other unrestricted funds are made available to the district in 2023/24 salary will be reopened for negotiation purposes in 2023/24.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted general fund dollars in year 1 and unrestricted general funds dollars and fund balance in year 2.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The district has a healthy fund balance. Projections included the use of unrestricted general funds to pay for increases with surplus projected year 1 (2022/23) and minor deficit in year 2 (2023/24) in the amount of \$10,474,143.76 and projected deficit in year 3 (2024/25) in the amount of \$1,511,010.73.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4a

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: San Juan Supervisors Association (SJSAs)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ -	\$ 422,718,205
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ -	\$ 9,531,194
Other Local Revenue	8600-8799	\$ 1,473,821	\$ -	\$ 1,473,821
TOTAL REVENUES		\$ 433,723,220	\$ -	\$ 433,723,220
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 164,563,587	\$ -	\$ 164,563,587
Classified Salaries	2000-2999	\$ 44,865,834	\$ 108,822	\$ 44,974,656
Employee Benefits	3000-3999	\$ 101,601,116	\$ 43,624	\$ 101,644,740
Books and Supplies	4000-4999	\$ 7,471,616	\$ -	\$ 7,471,616
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ -	\$ 24,705,837
Capital Outlay	6000-6999	\$ 5,588,364	\$ -	\$ 5,588,364
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,233,733	\$ -	\$ 1,233,733
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ -	\$ (7,248,831)
TOTAL EXPENDITURES		\$ 342,781,256	\$ 152,446	\$ 342,933,702
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ -	\$ 1,676,777
Contributions	8980-8999	\$ (56,236,964)	\$ (8,200,000)	\$ (64,436,964)
OPERATING SURPLUS (DEFICIT)*		\$ 33,029,223	\$ (8,352,446)	\$ 24,676,777
BEGINNING FUND BALANCE	9791	\$ 169,920,767		\$ 169,920,767
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 202,949,990	\$ (8,352,446)	\$ 194,597,544
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ 1,956,337
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (8,931,239)	\$ 149,655,600

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4b

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: San Juan Supervisors Association (SJSA)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 2,061,615	\$ -	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 160,615,737	\$ -	\$ 160,615,737
Other Local Revenue	8600-8799	\$ 4,545,896	\$ -	\$ 4,545,896
TOTAL REVENUES		\$ 267,822,843	\$ -	\$ 267,822,843
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 59,740,108	\$ -	\$ 59,740,108
Classified Salaries	2000-2999	\$ 45,052,873	\$ 111,811	\$ 45,164,684
Employee Benefits	3000-3999	\$ 81,556,575	\$ 44,822	\$ 81,601,397
Books and Supplies	4000-4999	\$ 36,510,596	\$ -	\$ 36,510,596
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ -	\$ 17,903,852
Capital Outlay	6000-6999	\$ 3,629,881	\$ -	\$ 3,629,881
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ -	\$ 107,404
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ -	\$ 6,053,617
TOTAL EXPENDITURES		\$ 250,554,906	\$ 156,632	\$ 250,711,538
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ -	\$ 4,728,836
Contributions	8980-8999	\$ 56,236,964	\$ 8,200,000	\$ 64,436,964
OPERATING SURPLUS (DEFICIT)*		\$ 68,776,065	\$ 8,043,368	\$ 76,819,433
BEGINNING FUND BALANCE	9791	\$ 53,679,871		\$ 53,679,871
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 122,455,936	\$ 8,043,368	\$ 130,499,303
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 122,455,936	\$ 8,043,368	\$ 130,499,304
Committed	9750-9760			
Assigned Amounts	9780			
Reserve for Economic Uncertainties	9789		\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (0)	\$ (1)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4c

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund					
Bargaining Unit:	San Juan Supervisors Association (SJSAs)				
Object Code	Column 1	Column 2	Column 3	Column 4	
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES					
LCFF Revenue	8010-8099	\$ 424,779,820		\$ -	\$ 424,779,820
Federal Revenue	8100-8299	\$ 100,599,595		\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 170,146,931		\$ -	\$ 170,146,931
Other Local Revenue	8600-8799	\$ 6,019,717		\$ -	\$ 6,019,717
TOTAL REVENUES		\$ 701,546,063		\$ -	\$ 701,546,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 224,303,695	\$ -	\$ -	\$ 224,303,695
Classified Salaries	2000-2999	\$ 89,918,707	\$ 220,633	\$ -	\$ 90,139,340
Employee Benefits	3000-3999	\$ 183,157,691	\$ 88,445	\$ -	\$ 183,246,136
Books and Supplies	4000-4999	\$ 43,982,212		\$ -	\$ 43,982,212
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689		\$ -	\$ 42,609,689
Capital Outlay	6000-6999	\$ 9,218,245		\$ -	\$ 9,218,245
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,341,137		\$ -	\$ 1,341,137
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)		\$ -	\$ (1,195,214)
TOTAL EXPENDITURES		\$ 593,336,162	\$ 309,078	\$ -	\$ 593,645,240
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ -	\$ -	\$ 6,405,613
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 101,805,288	\$ (309,078)	\$ -	\$ 101,496,210
BEGINNING FUND BALANCE	9791	\$ 223,600,638			\$ 223,600,638
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 325,405,926	\$ (309,078)	\$ -	\$ 325,096,847
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ -	\$ 1,956,337
Restricted	9740	\$ 122,455,936	\$ 8,043,368	\$ -	\$ 130,499,304
Committed	9750-9760	\$ 28,958,784	\$ -	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ -	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (8,931,239)	\$ -	\$ 149,655,600

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4f

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: San Juan Supervisors Association (SJSAs)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ -	\$ -	\$ -
Federal Revenue	8100-8299	\$ 14,279,370	\$ -	\$ 14,279,370
Other State Revenue	8300-8599	\$ 3,523,292	\$ -	\$ 3,523,292
Other Local Revenue	8600-8799	\$ 1,468,234	\$ -	\$ 1,468,234
TOTAL REVENUES		\$ 19,270,896	\$ -	\$ 19,270,896
EXPENDITURES				
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 5,748,838	\$ 92,246	\$ 5,841,084
Employee Benefits	3000-3999	\$ 3,712,561	\$ 36,979	\$ 3,749,540
Books and Supplies	4000-4999	\$ 9,011,128	\$ -	\$ 9,011,128
Services and Other Operating Expenditures	5000-5999	\$ 715,781	\$ -	\$ 715,781
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 354,312	\$ -	\$ 354,312
TOTAL EXPENDITURES		\$ 19,542,620	\$ 129,224	\$ 19,671,844
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 8,455	\$ -	\$ 8,455
OPERATING SURPLUS (DEFICIT)*		\$ (280,179)	\$ (129,224)	\$ (409,403)
BEGINNING FUND BALANCE	9791	\$ 7,020,462		\$ 7,020,462
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 6,740,283	\$ (129,224)	\$ 6,611,058
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,740,283	\$ (129,224)	\$ 6,611,059
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5a

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: San Juan Supervisors Association (SJSAs)

Object Code	2022-23	2023-24	2024-25	
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ 442,552,524	\$ 453,125,294
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ 7,195,822	\$ 5,682,747
Other Local Revenue	8600-8799	\$ 1,473,821	\$ 1,456,819	\$ -
TOTAL REVENUES		\$ 433,723,220	\$ 451,205,165	\$ 458,808,041
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 164,563,587	\$ 191,104,554	\$ 192,252,459
Classified Salaries	2000-2999	\$ 44,974,656	\$ 52,358,828	\$ 52,766,564
Employee Benefits	3000-3999	\$ 101,644,740	\$ 110,893,083	\$ 113,298,219
Books and Supplies	4000-4999	\$ 7,471,616	\$ 7,199,403	\$ 7,298,809
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ 26,163,745	\$ 26,590,062
Capital Outlay	6000-6999	\$ 5,588,364	\$ 830,915	\$ 847,284
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,233,733	\$ 908,181	\$ 758,185
Transfers of Indirect Costs	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ (5,971,203)	\$ (5,413,040)
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 342,933,702	\$ 383,487,506	\$ 388,398,542
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ 48,655	\$ 160,300
Contributions	8980-8999	\$ (64,436,964)	\$ (75,167,831)	\$ (68,759,360)
OPERATING SURPLUS (DEFICIT)*		\$ 24,676,777	\$ (7,497,827)	\$ 1,490,839
BEGINNING FUND BALANCE	9791	\$ 169,920,767	\$ 194,597,544	\$ 187,099,717
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 194,597,544	\$ 187,099,717	\$ 188,590,556
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146	\$ 242,146
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
Unassigned/Unappropriated Amount	9790	\$ 149,655,600	\$ 145,121,142	\$ 147,696,609

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5b

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: San Juan Supervisors Association (SJSAs)

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 2,061,615	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 160,615,737	\$ 75,632,797
Other Local Revenue	8600-8799	\$ 4,545,896	\$ 3,676,125
TOTAL REVENUES		\$ 267,822,843	\$ 160,510,583
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 59,740,108	\$ 62,990,269
Classified Salaries	2000-2999	\$ 45,164,684	\$ 49,308,110
Employee Benefits	3000-3999	\$ 81,601,397	\$ 85,660,149
Books and Supplies	4000-4999	\$ 36,510,596	\$ 24,368,517
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ 10,850,752
Capital Outlay	6000-6999	\$ 3,629,881	\$ 9,573,000
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ 107,404
	7400-7499		
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ 4,781,652
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES		\$ 250,711,538	\$ 247,639,852
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ 2,004,237
Contributions	8980-8999	\$ 64,436,964	\$ 75,167,831
OPERATING SURPLUS (DEFICIT)*		\$ 76,819,433	\$ (13,965,675)
BEGINNING FUND BALANCE	9791	\$ 53,679,871	\$ 130,499,303
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 130,499,303	\$ 116,533,628
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ -	\$ -
Restricted	9740	\$ 130,499,304	\$ 116,533,628
Committed	9750-9760		
Assigned	9780		
Reserve for Economic Uncertainties	9789	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (1)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5c

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP
Bargaining Unit: San Juan Supervisors Association (SJSAs)

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 424,779,820	\$ 444,614,139
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 170,146,931	\$ 82,828,619
Other Local Revenue	8600-8799	\$ 6,019,717	\$ 5,132,944
TOTAL REVENUES		\$ 701,546,063	\$ 611,715,748
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 224,303,695	\$ 254,094,822
Classified Salaries	2000-2999	\$ 90,139,340	\$ 101,666,938
Employee Benefits	3000-3999	\$ 183,246,136	\$ 196,553,232
Books and Supplies	4000-4999	\$ 43,982,212	\$ 31,567,920
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689	\$ 37,014,497
Capital Outlay	6000-6999	\$ 9,218,245	\$ 10,403,915
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137	\$ 1,015,585
	7400-7499		\$ 865,589
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)	\$ (1,189,551)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES		\$ 593,645,240	\$ 631,127,358
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ 2,052,892
Contributions	8980-8999	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 101,496,210	\$ (21,463,502)
BEGINNING FUND BALANCE	9791	\$ 223,600,638	\$ 325,096,847
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 325,096,847	\$ 303,633,345
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146
Restricted	9740	\$ 130,499,304	\$ 116,533,628
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645
Unassigned/Unappropriated Amount	9790	\$ 149,655,600	\$ 145,121,142
			\$ 147,696,610

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Public Disclosure of Proposed Collective Bargaining Agreement

Page 6

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 600,050,853	\$ 633,180,250	\$ 584,650,833
b. Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c. Net Expenditures, Transfers Out, and Uses	\$ 600,050,853	\$ 633,180,250	\$ 584,650,833
d. State Standard Minimum Reserve Percentage for this District Enter percentage →	2.00%	2.00%	2.00%
e. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 12,001,017	\$ 12,663,605	\$ 11,693,017

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 149,655,600	\$ 145,121,142	\$ 147,696,609
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d. Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 162,182,423	\$ 157,898,787	\$ 159,389,626
f. Reserve for Economic Uncertainties Percentage	27.03%	24.94%	27.26%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2023-24	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2024-25	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

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Public Disclosure of Proposed Collective Bargaining Agreement

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I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)

- 5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 438,307
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (309,078)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (129,224)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (438,302)

Variance \$ 5

Variance Explanation:

Contributions to restricted programs increased as a result of the settlement agreement.

- 6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$101,805,288	17.0%	
Current FY Surplus/(Deficit) after settlement(s)?	\$101,496,210	16.9%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(21,463,502)	(3.4%)	The use of one-time restricted funds.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(13,723,164)	(2.3%)	The use of one-time restricted funds.

Deficit Reduction Plan (as necessary):

- 7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the San Juan Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from 7/1/2022 to 6/30/2024.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
Expenditures/Transfers Out and Other Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)
\$ -
\$ 438,302
\$ (438,302)

Subsequent Years

Budget Adjustment Categories:

Revenues/Transfers In and Other Sources/Contributions
Expenditures/Transfers Out and Other Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)
\$ -
\$ 458,026
\$ (458,026)

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

District Superintendent
(Signature)

 I hereby certify I am unable to certify

Date

Chief Business Official
(Signature)

 I hereby certify I am unable to certify

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 8a

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Used assumptions included in our 45 day revise and COLA of 13.26% in 2022/23 per DOF revised calculation.

Assumed 10.75% increase for all SJPEC in 22/23 and all units in Out years along with an increase of 4.5% for all units in all years.

Assumed our typical S&C of .9% for both certificated and classified and H&W historical rate of 4.32% growth.

Concerns regarding affordability of agreement in subsequent years (if any):

Although the MYP reflects deficit spending the majority is due to the use of one-time restricted funds being used in all three years.

Year 2023/24 reflects a deficit as a result of the increase that is intentional as we have on-going unrestricted funds falling to fund balance prior to this settlement agreement.

Public Disclosure of Proposed Collective Bargaining Agreement

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K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

San Juan Unified School District
District Name

District Superintendent
(Signature)

Jennifer Stahlheber
Contact Person

Date

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 11, 2022, took action to approve the proposed agreement with the San Juan Supervisors Association Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Date

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

AGENDA ITEM: I-8

MEETING DATE: 09/27/2022

SUBJECT: Tentative Agreement with the California School Employees Association and the San Juan Unified School District

DEPARTMENT: Labor Relations

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

ACTION REQUESTED:

The board is asked to discuss the California School Employees Association tentative agreement with the San Juan Unified School District.

Action Anticipated: October 11, 2022

RATIONALE/BACKGROUND:

Statute requires that the public be made aware of the costs associated with a tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].”

This tentative agreement is intended to be ratified by the California School Employees Association prior to the board action on 10/11/2022.

ATTACHMENTS:

A: Tentative Agreement Between San Juan Unified School District (District) and the California School Employees Association (CSEA)

B: AB1200

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ 0

Additional Budget: \$ 11,172,740.40

Funding Source: Unrestricted Base

(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

FINANCIAL DATA:

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, Fiscal Services has prepared an analysis of the fiscal impact of the proposed agreement and has submitted it to the Sacramento County Office of Education. Costs to the General Fund

beginning each year for the California School Employee Association tentative collective bargaining agreement are: an ongoing increase of \$7,633,714.75 in 2022-2023. An additional ongoing increase of \$3,539,025.66 will take effect in 2023-2024.

PREPARED BY: Daniel Thigpen, Senior Director, Labor Relations *DT*

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

**TENTATIVE AGREEMENT
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SAN JUAN CHAPTER No. 127
AND
SAN JUAN UNIFIED SCHOOL DISTRICT**

This Tentative Agreement is between the California School Employees Association and its San Juan Chapter No. 127 ("CSEA") and San Juan Unified School District ("District") concerning reopener contract negotiations.

September 20, 2022

Article 6: Salary

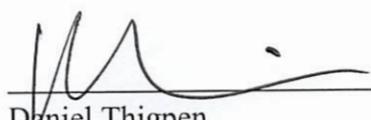
This agreement concludes bargaining for Article 6 for the 2022-23 school years.

All base salaries and shift differential (Article 6.2.2) for the General and Operations units shall be increased by a total of 10%, effective July 1, 2022.

- The new salary schedule will be reflected in members' pay no later than November 30, 2022.
- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.

Article 7: Fringe Benefits

- Maintains previous benefits package.
 - No increase to co-pay
 - No increase to prescription costs

 9-20-22
Daniel Thigpen Date
Senior Director, Labor Relations
San Juan Unified School District

 9.20.22
Adara Clark-Gunn Date
President
California School Employees Association

 Date
Karen Benfield
Labor Relations Representative
California School Employees Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
AND ITS SAN JUAN CHAPTER No. 127 (CSEA)**

Re: Investments to Stabilize Classified Staffing and District Operations
September 20, 2022

This Memorandum of Understanding (MOU) is between the California School Employees Association and its San Juan Chapter No. 127 ("CSEA") and San Juan Unified School District ("District") concerning the urgent need to stabilize classified staffing levels and District operations.

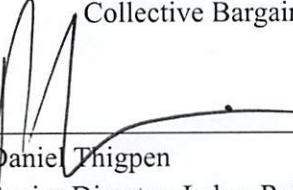
Background:

The San Juan Unified School District began the 2022-23 school year with more than 200 classified vacancies due to a nationwide labor shortage, creating hardships on CSEA bargaining unit members and disrupting District operations. The parties agree that multi year investments can help provide solutions to help stabilize staffing and services.

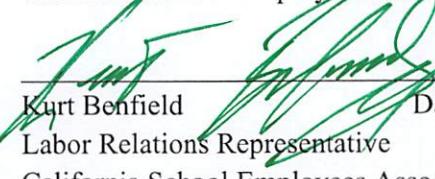
Agreement:

The District and the CSEA, hereby agree to the following provisions for the term of this Memorandum of Understanding:

- 1. Additional ongoing investments to address bargaining unit needs:** Effective beginning in the **2022-23 school year**, the District shall budget approximately **\$532,653** in ongoing, unrestricted funds to address needs within the bargaining unit, including but not limited to staffing, working conditions, and/or recruitment and retention.
 - This investment shall not be used for across-the-board increases to the CSEA salary schedule.
 - The District and CSEA shall negotiate the usage of this budget appropriation with the intent to reach agreement by December 1, 2022.
- 2. Salary schedule adjustment:** To strengthen the long-term stability of District operations by retaining and attracting staff, all base salaries and shift differential (Article 6.2.2) of permanent staff in the General and Operations Units shall be increased by **4.5% effective July 1, 2023**.
 - a. This salary schedule adjustment shall remain in effect until a successor Collective Bargaining Agreement is ratified.
- 3. Term of MOU:** CSEA and the District agree that this MOU will remain in effect until a successor Collective Bargaining Agreement is ratified.


Daniel Thigpen 9-20-22
Date
Senior Director, Labor Relations
San Juan Unified School District


Adara Clark-Gunn 9-20-22
Date
President
California School Employees Association


Kurt Benfield 9-20-22
Date
Labor Relations Representative
California School Employees Association

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	San Juan Unified School District		
Name of Bargaining Unit:	California School Employees Association		
Certificated, Classified, Other:	Classified		

The proposed agreement covers the period beginning:	July 1, 2022 (date)	and ending:	June 30, 2024 (date)
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The Governing Board will act upon this agreement on:	October 11, 2022 (date)
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Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement		
		(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2022-23	Year 2 Increase/(Decrease) 2023-24
1. Salary Schedule Including Step and Column	\$ 84,567,118	\$ 9,090,965	\$ 4,252,545	\$ 881,196
		10.75%	4.54%	0.90%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 33,900,600	\$ 3,644,315	\$ 1,704,727	\$ 353,247
		10.75%	4.54%	0.90%
4. Health/Welfare Plans	\$ 14,212,692	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 132,680,410	\$ 12,735,280	\$ 5,957,272	\$ 1,234,442
		9.60%	4.10%	0.82%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	1,962.40			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 67,611	\$ 6,490	\$ 3,036	\$ 629
		9.60%	4.10%	0.82%

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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A. Proposed Change in Compensation (Continued)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

Year 1-2022/23 10% on-going salary increase & equivalent of .75% in additional on-going FTE for unit need.
Year 2-2023/24 4.5% on going salary increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Unit was able to negotiate additional FTE equivalent to the cost of .75% of the calculated 1% to support positions with impacted workloads as a result of learning recovery and COVID.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Unit is still determining need and will add FTE where needed that does not exceed .75% of the calculated 1% for their unit.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

If COLA used in the MYP for FY 2023/24 of 5.38% comes in higher or other unrestricted funds are made available to the district in 2023/24 salary will be reopened for negotiation purposes in 2023/24.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted general fund dollars in year 1 and unrestricted general funds dollars and fund balance in year 2.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The district has a healthy fund balance. Projections included the use of unrestricted general funds to pay for increases with surplus projected year 1 (2022/23) and minor deficit in year 2 (2023/24) in the amount of \$10,474,143.76 and projected deficit in year 3 (2024/25) in the amount of \$1,511,010.73.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund
California School Employees Association

Bargaining Unit: Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 422,718,205		\$ -	\$ 422,718,205
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 9,531,194		\$ -	\$ 9,531,194
Other Local Revenue 8600-8799	\$ 1,473,821		\$ -	\$ 1,473,821
TOTAL REVENUES	\$ 433,723,220		\$ -	\$ 433,723,220
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 164,563,587		\$ -	\$ 164,563,587
Classified Salaries 2000-2999	\$ 44,865,834	\$ 3,533,514	\$ -	\$ 48,399,348
Employee Benefits 3000-3999	\$ 101,601,116	\$ 1,416,480	\$ -	\$ 103,017,596
Books and Supplies 4000-4999	\$ 7,471,616		\$ -	\$ 7,471,616
Services and Other Operating Expenditures 5000-5999	\$ 24,705,837		\$ -	\$ 24,705,837
Capital Outlay 6000-6999	\$ 5,588,364		\$ -	\$ 5,588,364
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,233,733		\$ -	\$ 1,233,733
Transfers of Indirect Costs 7300-7399	\$ (7,248,831)		\$ -	\$ (7,248,831)
TOTAL EXPENDITURES	\$ 342,781,256	\$ 4,949,994	\$ -	\$ 347,731,250
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 1,000	\$ -	\$ -	\$ 1,000
Transfers Out and Other Uses 7600-7699	\$ 1,676,777	\$ -	\$ -	\$ 1,676,777
Contributions 8980-8999	\$ (56,236,964)	\$ (8,200,000)	\$ -	\$ (64,436,964)
OPERATING SURPLUS (DEFICIT)*	\$ 33,029,223	\$ (13,149,994)	\$ -	\$ 19,879,229
BEGINNING FUND BALANCE 9791	\$ 169,920,767			\$ 169,920,767
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 202,949,990	\$ (13,149,994)	\$ -	\$ 189,799,996
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 1,956,337	\$ -	\$ -	\$ 1,956,337
Restricted 9740				
Committed 9750-9760	\$ 28,958,784	\$ -	\$ -	\$ 28,958,784
Assigned 9780	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties 9789	\$ 11,948,030	\$ 578,793	\$ -	\$ 12,526,823
Unassigned/Unappropriated Amount 9790	\$ 158,586,839	\$ (13,728,787)	\$ -	\$ 144,858,052

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: California School Employees Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ 2,061,615	\$ -	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 160,615,737	\$ -	\$ 160,615,737
Other Local Revenue	8600-8799	\$ 4,545,896	\$ -	\$ 4,545,896
TOTAL REVENUES		\$ 267,822,843	\$ -	\$ 267,822,843
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 59,740,108	\$ -	\$ 59,740,108
Classified Salaries	2000-2999	\$ 45,052,873	\$ 4,340,764	\$ 49,393,637
Employee Benefits	3000-3999	\$ 81,556,575	\$ 1,740,082	\$ 83,296,657
Books and Supplies	4000-4999	\$ 36,510,596	\$ -	\$ 36,510,596
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ -	\$ 17,903,852
Capital Outlay	6000-6999	\$ 3,629,881	\$ -	\$ 3,629,881
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ -	\$ 107,404
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ -	\$ 6,053,617
TOTAL EXPENDITURES		\$ 250,554,906	\$ 6,080,846	\$ 256,635,752
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ -	\$ 4,728,836
Contributions	8980-8999	\$ 56,236,964	\$ 8,200,000	\$ 64,436,964
OPERATING SURPLUS (DEFICIT)*		\$ 68,776,065	\$ 2,119,154	\$ 70,895,219
BEGINNING FUND BALANCE	9791	\$ 53,679,871		\$ 53,679,871
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 122,455,936	\$ 2,119,154	\$ 124,575,090
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 122,455,936	\$ 2,119,154	\$ 124,575,090
Committed	9750-9760			
Assigned Amounts	9780			
Reserve for Economic Uncertainties	9789		\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Combined General Fund			
		California School Employees Association			
Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 424,779,820		\$ -	\$ 424,779,820
Federal Revenue	8100-8299	\$ 100,599,595		\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 170,146,931		\$ -	\$ 170,146,931
Other Local Revenue	8600-8799	\$ 6,019,717		\$ -	\$ 6,019,717
TOTAL REVENUES		\$ 701,546,063		\$ -	\$ 701,546,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 224,303,695	\$ -	\$ -	\$ 224,303,695
Classified Salaries	2000-2999	\$ 89,918,707	\$ 7,874,278	\$ -	\$ 97,792,985
Employee Benefits	3000-3999	\$ 183,157,691	\$ 3,156,562	\$ -	\$ 186,314,253
Books and Supplies	4000-4999	\$ 43,982,212		\$ -	\$ 43,982,212
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689		\$ -	\$ 42,609,689
Capital Outlay	6000-6999	\$ 9,218,245		\$ -	\$ 9,218,245
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137		\$ -	\$ 1,341,137
	7400-7499				
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)		\$ -	\$ (1,195,214)
TOTAL EXPENDITURES		\$ 593,336,162	\$ 11,030,840	\$ -	\$ 604,367,002
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ -	\$ -	\$ 6,405,613
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 101,805,288	\$ (11,030,840)	\$ -	\$ 90,774,448
BEGINNING FUND BALANCE	9791	\$ 223,600,638			\$ 223,600,638
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 325,405,926	\$ (11,030,840)	\$ -	\$ 314,375,085
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ -	\$ 1,956,337
Restricted	9740	\$ 122,455,936	\$ 2,119,154	\$ -	\$ 124,575,090
Committed	9750-9760	\$ 28,958,784	\$ -	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ -	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (13,728,787)	\$ -	\$ 144,858,052

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4d

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit: California School Employees Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 440,319	\$ -	\$ 440,319
Other State Revenue	8300-8599	\$ 3,180,982	\$ -	\$ 3,180,982
Other Local Revenue	8600-8799	\$ 156,000	\$ -	\$ 156,000
TOTAL REVENUES		\$ 3,777,301	\$ -	\$ 3,777,301
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 1,006,519	\$ -	\$ 1,006,519
Classified Salaries	2000-2999	\$ 440,637	\$ 457,520	\$ 898,157
Employee Benefits	3000-3999	\$ 834,873	\$ 183,406	\$ 1,018,279
Books and Supplies	4000-4999	\$ 106,361	\$ -	\$ 106,361
Services and Other Operating Expenditures	5000-5999	\$ 1,227,969	\$ -	\$ 1,227,969
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -
	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ 55,595	\$ -	\$ 55,595
TOTAL EXPENDITURES		\$ 3,671,954	\$ 640,926	\$ 4,312,880
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 99,347	\$ -	\$ 99,347
OPERATING SURPLUS (DEFICIT)*		\$ 6,000	\$ (640,926)	\$ (634,926)
BEGINNING FUND BALANCE	9791	\$ 2,136,463		\$ 2,136,463
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 2,142,463	\$ (640,926)	\$ 1,501,537
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,078,824	\$ (640,926)	\$ 1,437,898
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 63,639	\$ -	\$ 63,639
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit: California School Employees Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 15,173,722	\$ -	\$ 15,173,722
Other State Revenue	8300-8599	\$ 5,701,167	\$ -	\$ 5,701,167
Other Local Revenue	8600-8799	\$ 4,374,955	\$ -	\$ 4,374,955
TOTAL REVENUES		\$ 25,249,844	\$ -	\$ 25,249,844
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 9,085,110	\$ -	\$ 9,085,110
Classified Salaries	2000-2999	\$ 5,172,900	\$ 559,011	\$ 5,731,911
Employee Benefits	3000-3999	\$ 9,371,242	\$ 224,091	\$ 9,595,333
Books and Supplies	4000-4999	\$ 3,969,097	\$ -	\$ 3,969,097
Services and Other Operating Expenditures	5000-5999	\$ 522,393	\$ -	\$ 522,393
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -
	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ 785,307	\$ -	\$ 785,307
TOTAL EXPENDITURES		\$ 28,906,049	\$ 783,101	\$ 29,689,150
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 2,724,599	\$ -	\$ 2,724,599
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (931,606)	\$ (783,101)	\$ -	\$ (1,714,707)
BEGINNING FUND BALANCE	9791	\$ 3,606,212		\$ 3,606,212
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE	\$ 2,674,606	\$ (783,101)	\$ -	\$ 1,891,505
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,282,288	\$ (783,101)	\$ 1,499,187
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 392,318	\$ -	\$ 392,318
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit: California School Employees Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ -	\$ -	\$ -
Federal Revenue	8100-8299	\$ 14,279,370	\$ -	\$ 14,279,370
Other State Revenue	8300-8599	\$ 3,523,292	\$ -	\$ 3,523,292
Other Local Revenue	8600-8799	\$ 1,468,234	\$ -	\$ 1,468,234
TOTAL REVENUES		\$ 19,270,896	\$ -	\$ 19,270,896
EXPENDITURES				
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 5,748,838	\$ 511,560	\$ 6,260,398
Employee Benefits	3000-3999	\$ 3,712,561	\$ 205,069	\$ 3,917,630
Books and Supplies	4000-4999	\$ 9,011,128	\$ -	\$ 9,011,128
Services and Other Operating Expenditures	5000-5999	\$ 715,781	\$ -	\$ 715,781
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 354,312	\$ -	\$ 354,312
TOTAL EXPENDITURES		\$ 19,542,620	\$ 716,629	\$ 20,259,249
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 8,455	\$ -	\$ 8,455
OPERATING SURPLUS (DEFICIT)*		\$ (280,179)	\$ (716,629)	\$ (996,808)
BEGINNING FUND BALANCE	9791	\$ 7,020,462		\$ 7,020,462
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 6,740,283	\$ (716,629)	\$ 6,023,653
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,740,283	\$ (716,629)	\$ 6,023,654
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4g

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:		Fund 21 - Building Fund			
Bargaining Unit:		California School Employees Association			
Object Code	Column 1	Column 2	Column 3	Column 4	
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES					
Federal Revenue	8100-8299	\$ -	\$ -	\$ -	
Other State Revenue	8300-8599	\$ -	\$ -	\$ -	
Other Local Revenues	8600-8799	\$ 2,282,996	\$ -	\$ 2,282,996	
TOTAL REVENUES		\$ 2,282,996	\$ -	\$ 2,282,996	
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	
Classified Salaries	2000-2999	\$ 1,030,962	\$ 79,475	\$ -	\$ 1,110,437
Employee Benefits	3000-3999	\$ 614,778	\$ 31,859	\$ -	\$ 646,637
Books and Supplies	4000-4999	\$ 545,465	\$ -	\$ 545,465	
Services and Other Operating Expenditures	5000-5999	\$ 3,683,093	\$ -	\$ 3,683,093	
Capital Outlay	6000-6999	\$ 130,155,630	\$ -	\$ 130,155,630	
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -	
	7400-7499				
Transfers of Indirect Costs	7300-7399	\$ -	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 136,029,928	\$ 111,334	\$ -	\$ 136,141,262
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 417,085	\$ -	\$ -	\$ 417,085
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (133,329,847)	\$ (111,334)	\$ -	\$ (133,441,181)
BEGINNING FUND BALANCE	9791	\$ 227,178,852			\$ 227,178,852
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 93,849,005	\$ (111,334)	\$ -	\$ 93,737,671
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 92,444,752	\$ (111,334)	\$ -	\$ 92,333,418
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 1,404,253	\$ -	\$ -	\$ 1,404,253
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ 0	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4h

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:		67 - Self-Insurance Fund			
Bargaining Unit:		California School Employees Association			
Object Code	Column 1	Column 2	Column 3	Column 4	
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES					
Federal Revenue	8100-8299	\$ -	\$ -	\$ -	
Other State Revenue	8300-8599	\$ -	\$ -	\$ -	
Other Local Revenue	8600-8799	\$ 22,671,261	\$ -	\$ 22,671,261	
TOTAL REVENUES		\$ 22,671,261	\$ -	\$ 22,671,261	
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	
Classified Salaries	2000-2999	\$ 412,339	\$ 19,124	\$ -	\$ 431,463
Employee Benefits	3000-3999	\$ 270,491	\$ 7,666	\$ -	\$ 278,157
Books and Supplies	4000-4999	\$ 24,041	\$ -	\$ -	\$ 24,041
Services and Other Operating Expenditures	5000-5999	\$ 25,313,789	\$ -	\$ -	\$ 25,313,789
Capital Outlay	6000-6999	\$ -	\$ -	\$ -	
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -	
Transfers of Indirect Costs	7300-7399	\$ -	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 26,020,660	\$ 26,791	\$ -	\$ 26,047,451
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 1,626,668	\$ -	\$ -	\$ 1,626,668
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	
OPERATING SURPLUS (DEFICIT)*		\$ (1,722,731)	\$ (26,791)	\$ -	\$ (1,749,522)
BEGINNING FUND BALANCE	9791	\$ 44,779,637			\$ 44,779,637
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 43,056,906	\$ (26,791)	\$ -	\$ 43,030,116
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	
Restricted	9740	\$ -	\$ -	\$ -	
Committed	9750-9760	\$ -	\$ -	\$ -	
Assigned	9780	\$ 40,050,755	\$ -	\$ -	\$ 40,050,755
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	
Unassigned/Unappropriated Amount	9790	\$ 3,006,151	\$ (26,791)	\$ -	\$ 2,979,361

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5a

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP
Bargaining Unit: California School Employees Association

Object Code	2022-23	2023-24	2024-25	
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ 442,552,524	\$ 453,125,294
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ 7,195,822	\$ 5,682,747
Other Local Revenue	8600-8799	\$ 1,473,821	\$ 1,456,819	\$ -
TOTAL REVENUES		\$ 433,723,220	\$ 451,205,165	\$ 458,808,041
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 164,563,587	\$ 191,104,554	\$ 192,252,459
Classified Salaries	2000-2999	\$ 48,399,348	\$ 52,358,828	\$ 52,766,564
Employee Benefits	3000-3999	\$ 103,017,596	\$ 110,893,083	\$ 113,298,219
Books and Supplies	4000-4999	\$ 7,471,616	\$ 7,199,403	\$ 7,298,809
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ 26,163,745	\$ 26,590,062
Capital Outlay	6000-6999	\$ 5,588,364	\$ 830,915	\$ 847,284
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,233,733	\$ 908,181	\$ 758,185
	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ (5,971,203)	\$ (5,413,040)
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 347,731,250	\$ 383,487,506	\$ 388,398,542
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ 48,655	\$ 160,300
Contributions	8980-8999	\$ (64,436,964)	\$ (75,167,831)	\$ (68,759,360)
OPERATING SURPLUS (DEFICIT)*		\$ 19,879,229	\$ (7,497,827)	\$ 1,490,839
BEGINNING FUND BALANCE	9791	\$ 169,920,767	\$ 189,799,996	\$ 182,302,169
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 189,799,996	\$ 182,302,169	\$ 183,793,008
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146	\$ 242,146
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
Unassigned/Unappropriated Amount	9790	\$ 144,858,052	\$ 140,323,594	\$ 142,899,061

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5b

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: California School Employees Association

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 2,061,615	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 160,615,737	\$ 75,632,797
Other Local Revenue	8600-8799	\$ 4,545,896	\$ 3,676,125
TOTAL REVENUES		\$ 267,822,843	\$ 160,510,583
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 59,740,108	\$ 62,990,269
Classified Salaries	2000-2999	\$ 49,393,637	\$ 49,308,110
Employee Benefits	3000-3999	\$ 83,296,657	\$ 85,660,149
Books and Supplies	4000-4999	\$ 36,510,596	\$ 24,368,517
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ 10,850,752
Capital Outlay	6000-6999	\$ 3,629,881	\$ 9,573,000
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ 107,404
	7400-7499		
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ 4,781,652
Other Adjustments			\$ -
TOTAL EXPENDITURES		\$ 256,635,752	\$ 247,639,852
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ 2,004,237
Contributions	8980-8999	\$ 64,436,964	\$ 75,167,831
OPERATING SURPLUS (DEFICIT)*		\$ 70,895,219	\$ (13,965,675)
BEGINNING FUND BALANCE	9791	\$ 53,679,871	\$ 124,575,090
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 124,575,090	\$ 110,609,415
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ -	\$ -
Restricted	9740	\$ 124,575,090	\$ 110,609,415
Committed	9750-9760		
Assigned	9780		
Reserve for Economic Uncertainties	9789	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5c

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP
Bargaining Unit: California School Employees Association

	Object Code	2022-23	2023-24	2024-25
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	\$ 424,779,820	\$ 444,614,139	\$ 455,186,909
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046	\$ 30,817,088
Other State Revenue	8300-8599	\$ 170,146,931	\$ 82,828,619	\$ 81,203,991
Other Local Revenue	8600-8799	\$ 6,019,717	\$ 5,132,944	\$ 3,718,681
TOTAL REVENUES		\$ 701,546,063	\$ 611,715,748	\$ 570,926,669
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 224,303,695	\$ 254,094,822	\$ 245,622,249
Classified Salaries	2000-2999	\$ 97,792,985	\$ 101,666,938	\$ 90,725,969
Employee Benefits	3000-3999	\$ 186,314,253	\$ 196,553,232	\$ 188,600,258
Books and Supplies	4000-4999	\$ 43,982,212	\$ 31,567,920	\$ 20,420,311
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689	\$ 37,014,497	\$ 36,029,600
Capital Outlay	6000-6999	\$ 9,218,245	\$ 10,403,915	\$ 1,420,284
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137	\$ 1,015,585	\$ 865,589
	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)	\$ (1,189,551)	\$ (1,197,964)
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 604,367,002	\$ 631,127,358	\$ 582,486,296
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ 2,052,892	\$ 2,164,537
Contributions	8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 90,774,448	\$ (21,463,502)	\$ (13,723,164)
BEGINNING FUND BALANCE	9791	\$ 223,600,638	\$ 314,375,085	\$ 292,911,583
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 314,375,085	\$ 292,911,583	\$ 279,188,420
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146	\$ 242,146
Restricted	9740	\$ 124,575,090	\$ 110,609,415	\$ 95,395,412
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
Unassigned/Unappropriated Amount	9790	\$ 144,858,052	\$ 140,323,593	\$ 142,899,061

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

**San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement**

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I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 610,772,615	\$ 633,180,250	\$ 584,650,833
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 610,772,615	\$ 633,180,250	\$ 584,650,833
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 12,215,452	\$ 12,663,605	\$ 11,693,017

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 144,858,052	\$ 140,323,594	\$ 142,899,061
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 157,384,875	\$ 153,101,238	\$ 154,592,078
f.	Reserve for Economic Uncertainties Percentage	25.77%	24.18%	26.44%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2023-24	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2024-25	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)

- 5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 12,735,280
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (11,030,840)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (640,926)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (783,101)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (716,629)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (111,334)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (26,791)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (13,309,621)

Variance \$ (574,342)

Variance Explanation:

Contributions to restricted programs increased as a result of the settlement agreement.

- 6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 101,805,288	17.0%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 90,774,448	14.9%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (21,463,502)	(3.4%)	The use of one-time restricted funds.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (13,723,164)	(2.3%)	The use of one-time restricted funds.

Deficit Reduction Plan (as necessary):

- 7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the San Juan Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from 7/1/2022 to 6/30/2024.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 13,309,621
Ending Balance(s) Increase/(Decrease)	<u>\$ (13,309,621)</u>

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 13,907,889
Ending Balance(s) Increase/(Decrease)	<u>\$ (13,907,889)</u>

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

District Superintendent
(Signature)

Date

I hereby certify I am unable to certify

Chief Business Official
(Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 8a

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Used assumptions included in our 45 day revise and COLA of 13.26% in 2022/23 per DOF revised calculation.

Assumed 10.75% increase for CSEA in 22/23 and all units in Out years along with an increase of 4.5% for all units in all years.

Assumed our typical S&C of .9% for both certificated and classified and H&W historical rate of 4.32% growth.

Concerns regarding affordability of agreement in subsequent years (if any):

Although the MYP reflects deficit spending the majority is due to the use of one-time restricted funds being used in all three years.

Year 2023/24 reflects a deficit as a result of the increase that is intentional as we have on-going unrestricted funds failing to fund balance prior to this settlement agreement.

Public Disclosure of Proposed Collective Bargaining Agreement

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K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

San Juan Unified School District

District Name

District Superintendent
(Signature)

Jennifer Stahlheber

Contact Person

Date

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 11, 2022, took action to approve the proposed agreement with the California School Employees Association Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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

AGENDA ITEM: I-9

MEETING DATE: 09/27/2022

SUBJECT: Salary Schedule Adjustments for
Confidential and Unrepresented Groups

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

DEPARTMENT: Labor Relations

ACTION REQUESTED:

The Governing Board is asked to discuss the salary schedule adjustments for the Confidential and Unrepresented Units as outlined in the language below.

Action Anticipated: October 11, 2022

RATIONALE/BACKGROUND:

The superintendent is recommending that the Confidential and Unrepresented Unit salary schedules be amended to reflect a salary increase as follows:

2022-23 School Year:

- All base salaries shall be increased by a total of 10%, effective July 1, 2022.
- The new salary schedule will be reflected in employees' pay no later than November 30, 2022.
- The retroactive check for the salary schedules shall be paid no later than December 22, 2022.

2023-24 School Year:

- All 2023-24 base salary schedules shall be increased by a total of 4.5%, effective July 1, 2023.

Additional ongoing investments:

- Effective beginning in the 2022-23 school year, the District shall budget approximately \$32,102 in ongoing, unrestricted funds to address needs among Confidential and Unrepresented employees, including but not limited to staffing, working conditions, and/or recruitment and retention.
 - This investment shall not be used for across-the-board salary increases.
 - The District and the Confidential and Unrepresented groups shall meet to discuss the usage of this budget appropriation with the intent to create a plan by December 1, 2022.

ATTACHMENTS:

A: AB1200

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/19/2022

FISCAL IMPACT:

Current Budget: \$ 0

Additional Budget: \$ 685,286.77

Funding Source: Unrestricted Base

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

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: NA

Strategic Plan: N/A

FINANCIAL DATA:

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, Fiscal Services has prepared an analysis of the fiscal impact of the proposed agreement and has submitted it to the Sacramento County Office of Education. Costs to the General Fund beginning each year for the Confidential and Unrepresented Group's agreements are: an ongoing increase of \$460,121.50 in 2022-2023. An additional ongoing increase of \$225,165.27 will take effect in 2023-2024.

PREPARED BY: Daniel Thigpen, Senior Director, Labor Relations *DT*

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

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	San Juan Unified School District		
Name of Bargaining Unit:	Confidential-Unrepresented		
Certificated, Classified, Other:	Classified		

The proposed agreement covers the period beginning:	July 1, 2022 (date)	and ending:	June 30, 2024 (date)
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The Governing Board will act upon this agreement on:	October 11, 2022 (date)
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Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement		
		(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2022-23	Year 2 Increase/(Decrease) 2023-24
1. Salary Schedule Including Step and Column	\$ 3,080,947	\$ 331,202	\$ 154,929	\$ 32,104
		10.75%	4.54%	0.90%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,235,000	\$ 132,763	\$ 62,103	\$ 12,869
		10.75%	4.54%	0.90%
4. Health/Welfare Plans	\$ 853,178	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 5,169,125	\$ 463,964	\$ 217,032	\$ 44,972
		8.98%	3.85%	0.77%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	35.78			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 144,470	\$ 12,967	\$ 6,066	\$ 1,257
		8.98%	3.85%	0.77%

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A. Proposed Change in Compensation (Continued)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

Year 1-2022/23 10% on-going salary increase & equivalent of .75% in additional on-going FTE for unit need.
Year 2-2023/24 4.5% on going salary increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Unit was able to negotiate additional FTE equivalent to the cost of .75% of the calculated 1% to support positions with impacted workloads as a result of learning recovery and COVID.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Unit is still determining need and will add FTE where needed that does not exceed .75% of the calculated 1% for their unit.

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D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

If COLA used in the MYP for FY 2023/24 of 5.38% comes in higher or other unrestricted funds are made available to the district in 2023/24 salary will be reopened for negotiation purposes in 2023/24.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted general fund dollars in year 1 and unrestricted general funds dollars and fund balance in year 2.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The district has a healthy fund balance. Projections included the use of unrestricted general funds to pay for increases with surplus projected year 1 (2022/23) and minor deficit in year 2 (2023/24) in the amount of \$10,474,143.76 and projected deficit in year 3 (2024/25) in the amount of \$1,511,010.73.

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: Object Code		Unrestricted General Fund Confidential-Unrepresented			
		Column 1 Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 422,718,205		\$ -	\$ 422,718,205
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194		\$ -	\$ 9,531,194
Other Local Revenue	8600-8799	\$ 1,473,821		\$ -	\$ 1,473,821
TOTAL REVENUES		\$ 433,723,220		\$ -	\$ 433,723,220
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 164,563,587		\$ -	\$ 164,563,587
Classified Salaries	2000-2999	\$ 44,865,834	\$ 172,602	\$ -	\$ 45,038,436
Employee Benefits	3000-3999	\$ 101,601,116	\$ 69,191	\$ -	\$ 101,670,307
Books and Supplies	4000-4999	\$ 7,471,616		\$ -	\$ 7,471,616
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837		\$ -	\$ 24,705,837
Capital Outlay	6000-6999	\$ 5,588,364		\$ -	\$ 5,588,364
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,233,733		\$ -	\$ 1,233,733
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)		\$ -	\$ (7,248,831)
TOTAL EXPENDITURES		\$ 342,781,256	\$ 241,793	\$ -	\$ 343,023,049
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ -	\$ -	\$ 1,676,777
Contributions	8980-8999	\$ (56,236,964)	\$ (8,200,000)	\$ -	\$ (64,436,964)
OPERATING SURPLUS (DEFICIT)*		\$ 33,029,223	\$ (8,441,793)	\$ -	\$ 24,587,430
BEGINNING FUND BALANCE	9791	\$ 169,920,767			\$ 169,920,767
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 202,949,990	\$ (8,441,793)	\$ -	\$ 194,508,197
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ -	\$ 1,956,337
Restricted	9740				
Committed	9750-9760	\$ 28,958,784	\$ -	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ -	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (9,020,586)	\$ -	\$ 149,566,253

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Restricted General Fund			
		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 2,061,615		\$ -	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595		\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 160,615,737		\$ -	\$ 160,615,737
Other Local Revenue	8600-8799	\$ 4,545,896		\$ -	\$ 4,545,896
TOTAL REVENUES		\$ 267,822,843		\$ -	\$ 267,822,843
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 59,740,108		\$ -	\$ 59,740,108
Classified Salaries	2000-2999	\$ 45,052,873	\$ 147,576	\$ -	\$ 45,200,449
Employee Benefits	3000-3999	\$ 81,556,575	\$ 59,159	\$ -	\$ 81,615,734
Books and Supplies	4000-4999	\$ 36,510,596		\$ -	\$ 36,510,596
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852		\$ -	\$ 17,903,852
Capital Outlay	6000-6999	\$ 3,629,881		\$ -	\$ 3,629,881
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404		\$ -	\$ 107,404
Transfers of Indirect Costs	7300-7399	\$ 6,053,617		\$ -	\$ 6,053,617
TOTAL EXPENDITURES		\$ 250,554,906	\$ 206,735	\$ -	\$ 250,761,641
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ -	\$ -	\$ 4,728,836
Contributions	8980-8999	\$ 56,236,964	\$ 8,200,000	\$ -	\$ 64,436,964
OPERATING SURPLUS (DEFICIT)*		\$ 68,776,065	\$ 7,993,265	\$ -	\$ 76,769,330
BEGINNING FUND BALANCE	9791	\$ 53,679,871			\$ 53,679,871
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 122,455,936	\$ 7,993,265	\$ -	\$ 130,449,201
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 122,455,936	\$ 7,993,265	\$ -	\$ 130,449,201
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ 0	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Combined General Fund			
		Confidential-Unrepresented			
Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 424,779,820		\$ -	\$ 424,779,820
Federal Revenue	8100-8299	\$ 100,599,595		\$ -	\$ 100,599,595
Other State Revenue	8300-8599	\$ 170,146,931		\$ -	\$ 170,146,931
Other Local Revenue	8600-8799	\$ 6,019,717		\$ -	\$ 6,019,717
TOTAL REVENUES		\$ 701,546,063		\$ -	\$ 701,546,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 224,303,695	\$ -	\$ -	\$ 224,303,695
Classified Salaries	2000-2999	\$ 89,918,707	\$ 320,178	\$ -	\$ 90,238,885
Employee Benefits	3000-3999	\$ 183,157,691	\$ 128,350	\$ -	\$ 183,286,041
Books and Supplies	4000-4999	\$ 43,982,212		\$ -	\$ 43,982,212
Services and Other Operating Expenditures	5000-5999	\$ 42,609,689		\$ -	\$ 42,609,689
Capital Outlay	6000-6999	\$ 9,218,245		\$ -	\$ 9,218,245
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,341,137		\$ -	\$ 1,341,137
	7400-7499				
Transfers of Indirect Costs	7300-7399	\$ (1,195,214)		\$ -	\$ (1,195,214)
TOTAL EXPENDITURES		\$ 593,336,162	\$ 448,528	\$ -	\$ 593,784,690
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 1,000	\$ -	\$ -	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 6,405,613	\$ -	\$ -	\$ 6,405,613
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 101,805,288	\$ (448,528)	\$ -	\$ 101,356,760
BEGINNING FUND BALANCE	9791	\$ 223,600,638			\$ 223,600,638
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 325,405,926	\$ (448,528)	\$ -	\$ 324,957,398
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 1,956,337	\$ -	\$ -	\$ 1,956,337
Restricted	9740	\$ 122,455,936	\$ 7,993,265	\$ -	\$ 130,449,201
Committed	9750-9760	\$ 28,958,784	\$ -	\$ -	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Reserve for Economic Uncertainties	9789	\$ 11,948,030	\$ 578,793	\$ -	\$ 12,526,823
Unassigned/Unappropriated Amount	9790	\$ 158,586,839	\$ (9,020,586)	\$ -	\$ 149,566,253

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

Confidential-Unrepresented

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 440,319	\$ -	\$ 440,319
Other State Revenue	8300-8599	\$ 3,180,982	\$ -	\$ 3,180,982
Other Local Revenue	8600-8799	\$ 156,000	\$ -	\$ 156,000
TOTAL REVENUES		\$ 3,777,301	\$ -	\$ 3,777,301
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 1,006,519	\$ -	\$ 1,006,519
Classified Salaries	2000-2999	\$ 440,637	\$ -	\$ 440,637
Employee Benefits	3000-3999	\$ 834,873	\$ -	\$ 834,873
Books and Supplies	4000-4999	\$ 106,361	\$ -	\$ 106,361
Services and Other Operating Expenditures	5000-5999	\$ 1,227,969	\$ -	\$ 1,227,969
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -
	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ 55,595	\$ -	\$ 55,595
TOTAL EXPENDITURES		\$ 3,671,954	\$ -	\$ 3,671,954
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 99,347	\$ -	\$ 99,347
OPERATING SURPLUS (DEFICIT)*		\$ 6,000	\$ -	\$ 6,000
BEGINNING FUND BALANCE	9791	\$ 2,136,463		\$ 2,136,463
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 2,142,463	\$ -	\$ 2,142,463
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,078,824	\$ -	\$ 2,078,824
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 63,639	\$ -	\$ 63,639
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

Confidential-Unrepresented

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ 15,173,722	\$ -	\$ 15,173,722
Other State Revenue	8300-8599	\$ 5,701,167	\$ -	\$ 5,701,167
Other Local Revenue	8600-8799	\$ 4,374,955	\$ -	\$ 4,374,955
TOTAL REVENUES		\$ 25,249,844	\$ -	\$ 25,249,844
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 9,085,110	\$ -	\$ 9,085,110
Classified Salaries	2000-2999	\$ 5,172,900	\$ -	\$ 5,172,900
Employee Benefits	3000-3999	\$ 9,371,242	\$ -	\$ 9,371,242
Books and Supplies	4000-4999	\$ 3,969,097	\$ -	\$ 3,969,097
Services and Other Operating Expenditures	5000-5999	\$ 522,393	\$ -	\$ 522,393
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -
	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ 785,307	\$ -	\$ 785,307
TOTAL EXPENDITURES		\$ 28,906,049	\$ -	\$ 28,906,049
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 2,724,599	\$ -	\$ 2,724,599
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (931,606)	\$ -	\$ -	\$ (931,606)
BEGINNING FUND BALANCE	9791	\$ 3,606,212		\$ 3,606,212
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 2,674,606	\$ -	\$ 2,674,606
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,282,288	\$ -	\$ 2,282,288
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 392,318	\$ -	\$ 392,318
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund
Bargaining Unit: Confidential-Unrepresented

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue	8010-8099	\$ -	\$ -	\$ -
Federal Revenue	8100-8299	\$ 14,279,370	\$ -	\$ 14,279,370
Other State Revenue	8300-8599	\$ 3,523,292	\$ -	\$ 3,523,292
Other Local Revenue	8600-8799	\$ 1,468,234	\$ -	\$ 1,468,234
TOTAL REVENUES		\$ 19,270,896	\$ -	\$ 19,270,896
EXPENDITURES				
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 5,748,838	\$ -	\$ 5,748,838
Employee Benefits	3000-3999	\$ 3,712,561	\$ -	\$ 3,712,561
Books and Supplies	4000-4999	\$ 9,011,128	\$ -	\$ 9,011,128
Services and Other Operating Expenditures	5000-5999	\$ 715,781	\$ -	\$ 715,781
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 354,312	\$ -	\$ 354,312
TOTAL EXPENDITURES		\$ 19,542,620	\$ -	\$ 19,542,620
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 8,455	\$ -	\$ 8,455
OPERATING SURPLUS (DEFICIT)*		\$ (280,179)	\$ -	\$ (280,179)
BEGINNING FUND BALANCE	9791	\$ 7,020,462		\$ 7,020,462
Audit Adjustments/Other Restatements	9793/9795	\$ -		\$ -
ENDING FUND BALANCE		\$ 6,740,283	\$ -	\$ 6,740,283
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,740,283	\$ -	\$ 6,740,283
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

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G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:		Fund 21 - Building Fund			
Bargaining Unit:		Confidential-Unrepresented			
Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenues	8600-8799	\$ 2,282,996		\$ -	\$ 2,282,996
TOTAL REVENUES		\$ 2,282,996		\$ -	\$ 2,282,996
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 1,030,962	\$ 1,451	\$ -	\$ 1,032,413
Employee Benefits	3000-3999	\$ 614,778	\$ 582	\$ -	\$ 615,360
Books and Supplies	4000-4999	\$ 545,465		\$ -	\$ 545,465
Services and Other Operating Expenditures	5000-5999	\$ 3,683,093		\$ -	\$ 3,683,093
Capital Outlay	6000-6999	\$ 130,155,630		\$ -	\$ 130,155,630
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
	7400-7499				
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ 136,029,928	\$ 2,033	\$ -	\$ 136,031,961
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 417,085	\$ -	\$ -	\$ 417,085
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (133,329,847)	\$ (2,033)	\$ -	\$ (133,331,880)
BEGINNING FUND BALANCE	9791	\$ 227,178,852			\$ 227,178,852
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 93,849,005	\$ (2,033)	\$ -	\$ 93,846,972
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 92,444,752	\$ (2,033)	\$ -	\$ 92,442,719
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 1,404,253	\$ -	\$ -	\$ 1,404,253
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (0)	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 4h

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:		67 - Self-Insurance Fund			
Bargaining Unit:		Confidential-Unrepresented			
Object Code	Column 1	Column 2	Column 3	Column 4	
	Latest Board-Approved Budget Before Settlement (As of 9/13/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES					
Federal Revenue	8100-8299	\$ -	\$ -	\$ -	
Other State Revenue	8300-8599	\$ -	\$ -	\$ -	
Other Local Revenue	8600-8799	\$ 22,671,261	\$ -	\$ 22,671,261	
TOTAL REVENUES		\$ 22,671,261	\$ -	\$ 22,671,261	
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	
Classified Salaries	2000-2999	\$ 412,339	\$ 9,578	\$ -	\$ 421,917
Employee Benefits	3000-3999	\$ 270,491	\$ 3,840	\$ -	\$ 274,331
Books and Supplies	4000-4999	\$ 24,041	\$ -	\$ -	\$ 24,041
Services and Other Operating Expenditures	5000-5999	\$ 25,313,789	\$ -	\$ -	\$ 25,313,789
Capital Outlay	6000-6999	\$ -	\$ -	\$ -	
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -	\$ -	\$ -	
7400-7499					
Transfers of Indirect Costs	7300-7399	\$ -	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 26,020,660	\$ 13,418	\$ -	\$ 26,034,078
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 1,626,668	\$ -	\$ -	\$ 1,626,668
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	
OPERATING SURPLUS (DEFICIT)*		\$ (1,722,731)	\$ (13,418)	\$ -	\$ (1,736,149)
BEGINNING FUND BALANCE	9791	\$ 44,779,637			\$ 44,779,637
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 43,056,906	\$ (13,418)	\$ -	\$ 43,043,488
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	
Restricted	9740	\$ -	\$ -	\$ -	
Committed	9750-9760	\$ -	\$ -	\$ -	
Assigned	9780	\$ 40,050,755	\$ -	\$ -	\$ 40,050,755
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	
Unassigned/Unappropriated Amount	9790	\$ 3,006,151	\$ (13,418)	\$ -	\$ 2,992,734

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5a

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP
Bargaining Unit: Confidential-Unrepresented

Object Code	2022-23	2023-24	2024-25	
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES				
LCFF Revenue	8010-8099	\$ 422,718,205	\$ 442,552,524	\$ 453,125,294
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 9,531,194	\$ 7,195,822	\$ 5,682,747
Other Local Revenue	8600-8799	\$ 1,473,821	\$ 1,456,819	\$ -
TOTAL REVENUES		\$ 433,723,220	\$ 451,205,165	\$ 458,808,041
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 164,563,587	\$ 191,104,554	\$ 192,252,459
Classified Salaries	2000-2999	\$ 45,038,436	\$ 52,358,828	\$ 52,766,564
Employee Benefits	3000-3999	\$ 101,670,307	\$ 110,893,083	\$ 113,298,219
Books and Supplies	4000-4999	\$ 7,471,616	\$ 7,199,403	\$ 7,298,809
Services and Other Operating Expenditures	5000-5999	\$ 24,705,837	\$ 26,163,745	\$ 26,590,062
Capital Outlay	6000-6999	\$ 5,588,364	\$ 830,915	\$ 847,284
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 1,233,733	\$ 908,181	\$ 758,185
	7400-7499			
Transfers of Indirect Costs	7300-7399	\$ (7,248,831)	\$ (5,971,203)	\$ (5,413,040)
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 343,023,049	\$ 383,487,506	\$ 388,398,542
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 1,000	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699	\$ 1,676,777	\$ 48,655	\$ 160,300
Contributions	8980-8999	\$ (64,436,964)	\$ (75,167,831)	\$ (68,759,360)
OPERATING SURPLUS (DEFICIT)*		\$ 24,587,430	\$ (7,497,827)	\$ 1,490,839
BEGINNING FUND BALANCE	9791	\$ 169,920,767	\$ 194,508,197	\$ 187,010,370
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 194,508,197	\$ 187,010,370	\$ 188,501,209
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 1,956,337	\$ 242,146	\$ 242,146
Restricted	9740			
Committed	9750-9760	\$ 28,958,784	\$ 28,958,784	\$ 28,958,784
Assigned	9780	\$ 1,500,000	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
Unassigned/Unappropriated Amount	9790	\$ 149,566,253	\$ 145,031,795	\$ 147,607,262

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5b

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

Confidential-Unrepresented

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099	\$ 2,061,615	\$ 2,061,615
Federal Revenue	8100-8299	\$ 100,599,595	\$ 79,140,046
Other State Revenue	8300-8599	\$ 160,615,737	\$ 75,632,797
Other Local Revenue	8600-8799	\$ 4,545,896	\$ 3,676,125
TOTAL REVENUES		\$ 267,822,843	\$ 160,510,583
EXPENDITURES			
Certificated Salaries	1000-1999	\$ 59,740,108	\$ 62,990,269
Classified Salaries	2000-2999	\$ 45,200,449	\$ 49,308,110
Employee Benefits	3000-3999	\$ 81,615,734	\$ 85,660,149
Books and Supplies	4000-4999	\$ 36,510,596	\$ 24,368,517
Services and Other Operating Expenditures	5000-5999	\$ 17,903,852	\$ 10,850,752
Capital Outlay	6000-6999	\$ 3,629,881	\$ 9,573,000
Other Outgo (excluding Indirect Costs)	7100-7299	\$ 107,404	\$ 107,404
	7400-7499		
Transfers of Indirect Costs	7300-7399	\$ 6,053,617	\$ 4,781,652
Other Adjustments			\$ -
TOTAL EXPENDITURES		\$ 250,761,641	\$ 247,639,852
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 4,728,836	\$ 2,004,237
Contributions	8980-8999	\$ 64,436,964	\$ 75,167,831
OPERATING SURPLUS (DEFICIT)*		\$ 76,769,330	\$ (13,965,675)
			\$ (15,214,003)
BEGINNING FUND BALANCE	9791	\$ 53,679,871	\$ 130,449,201
Audit Adjustments/Other Restatements	9793/9795	\$ -	
ENDING FUND BALANCE		\$ 130,449,201	\$ 116,483,526
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719	\$ -	\$ -
Restricted	9740	\$ 130,449,201	\$ 116,483,526
Committed	9750-9760		
Assigned	9780		
Reserve for Economic Uncertainties	9789	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (0)
			\$ 5,874,111

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 5c

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Bargaining Unit: Object Code	Combined General Fund MYP Confidential-Unrepresented		
	2022-23 Total Revised Budget After Settlement	2023-24 First Subsequent Year After Settlement	2024-25 Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue	8010-8099 \$ 424,779,820	\$ 444,614,139	\$ 455,186,909
Federal Revenue	8100-8299 \$ 100,599,595	\$ 79,140,046	\$ 30,817,088
Other State Revenue	8300-8599 \$ 170,146,931	\$ 82,828,619	\$ 81,203,991
Other Local Revenue	8600-8799 \$ 6,019,717	\$ 5,132,944	\$ 3,718,681
TOTAL REVENUES	\$ 701,546,063	\$ 611,715,748	\$ 570,926,669
EXPENDITURES			
Certificated Salaries	1000-1999 \$ 224,303,695	\$ 254,094,822	\$ 245,622,249
Classified Salaries	2000-2999 \$ 90,238,885	\$ 101,666,938	\$ 90,725,969
Employee Benefits	3000-3999 \$ 183,286,041	\$ 196,553,232	\$ 188,600,258
Books and Supplies	4000-4999 \$ 43,982,212	\$ 31,567,920	\$ 20,420,311
Services and Other Operating Expenditures	5000-5999 \$ 42,609,689	\$ 37,014,497	\$ 36,029,600
Capital Outlay	6000-6999 \$ 9,218,245	\$ 10,403,915	\$ 1,420,284
Other Outgo (excluding Indirect Costs)	7100-7299 \$ 1,341,137 7400-7499	\$ 1,015,585	\$ 865,589
Transfers of Indirect Costs	7300-7399 \$ (1,195,214)	\$ (1,189,551)	\$ (1,197,964)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 593,784,690	\$ 631,127,358	\$ 582,486,296
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources	8900-8979 \$ 1,000	\$ 1,000	\$ 1,000
Transfers Out and Other Uses	7600-7699 \$ 6,405,613	\$ 2,052,892	\$ 2,164,537
Contributions	8980-8999 \$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 101,356,760	\$ (21,463,502)	\$ (13,723,164)
BEGINNING FUND BALANCE	9791 \$ 223,600,638	\$ 324,957,398	\$ 303,493,896
Audit Adjustments/Other Restatements	9793/9795 \$ -		
ENDING FUND BALANCE	\$ 324,957,398	\$ 303,493,896	\$ 289,770,732
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable	9711-9719 \$ 1,956,337	\$ 242,146	\$ 242,146
Restricted	9740 \$ 130,449,201	\$ 116,483,526	\$ 95,395,412
Committed	9750-9760 \$ 28,958,784	\$ 28,958,784	\$ 28,958,784
Assigned	9780 \$ 1,500,000	\$ -	\$ -
Reserve for Economic Uncertainties	9789 \$ 12,526,823	\$ 12,777,645	\$ 11,693,017
Unassigned/Unappropriated Amount	9790 \$ 149,566,253	\$ 145,031,795	\$ 153,481,373

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 6

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 600,190,303	\$ 633,180,250	\$ 584,650,833
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 600,190,303	\$ 633,180,250	\$ 584,650,833
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 12,003,806	\$ 12,663,605	\$ 11,693,017

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 12,526,823	\$ 12,777,645	\$ 11,693,017
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 149,566,253	\$ 145,031,795	\$ 147,607,262
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 162,093,076	\$ 157,809,439	\$ 159,300,279
f.	Reserve for Economic Uncertainties Percentage	27.01%	24.92%	27.25%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2023-24	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2024-25	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 7

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 463,964
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (448,528)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (2,033)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (13,418)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (463,979)

Variance \$ (14)

Variance Explanation:

Contributions to restricted programs increased as a result of the settlement agreement.

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$101,805,288	17.0%	
Current FY Surplus/(Deficit) after settlement(s)?	\$101,496,210	16.9%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(21,463,502)	(3.4%)	The use of one-time restricted funds.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(13,723,164)	(2.3%)	The use of one-time restricted funds.

Deficit Reduction Plan (as necessary):

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 8

J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the San Juan Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from 7/1/2022 to 6/30/2024.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 463,979
Ending Balance(s) Increase/(Decrease)	<u>\$ (463,979)</u>

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 484,858
Ending Balance(s) Increase/(Decrease)	<u>\$ (484,858)</u>

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

District Superintendent
(Signature)

Date

I hereby certify I am unable to certify

Chief Business Official
(Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

San Juan Unified School District
Public Disclosure of Proposed Collective Bargaining Agreement

Page 8a

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Used assumptions included in our 45 day revise and COLA of 13.26% in 2022/23 per DOF revised calculation.

Assumed 10.75% increase for Confidential/Unrepresented in 22/23 and all units in Out years along with an increase of 4.5% for all units in all years.

Assumed our typical S&C of .9% for both certificated and classified and H&W historical rate of 4.32% growth.

Concerns regarding affordability of agreement in subsequent years (if any):

Although the MYP reflects deficit spending the majority is due to the use of one-time restricted funds being used in all three years.

Year 2023/24 reflects a deficit as a result of the increase that is intentional as we have on-going unrestricted funds falling to fund balance prior to this settlement agreement.

Public Disclosure of Proposed Collective Bargaining Agreement

Page 9

K. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

San Juan Unified School District

District Name

District Superintendent
(Signature)

Jennifer Stahlheber

Contact Person

Date

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 11, 2022, took action to approve the proposed agreement with the Confidential and Unrepresented group(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2022-2023**

OCTOBER 11

Independent Study/Homeschool Update – R	Townsend-Snider
Resolution: Secure Firearm Storage – A	Allen
Governance Handbook Revisions – D/A	Allen
Revisions to Board Bylaws – D	Allen/Simlick
Williams Complaint Report – R	Simlick
Tentative Agreement: SJPEC – A [Discussed 09/27/22]	Thigpen
Tentative Agreement: SJTA – A [Discussed 09/27/22]	Thigpen
Tentative Agreement: SJSIA – A [Discussed 09/27/22]	Thigpen
Tentative Agreement: CSEA – A [Discussed 09/27/22]	Thigpen
Salary Schedule Adjustments: Confidential, Unrepresented – A [Discussed 09/27/22]	Thigpen
*Revisions to BP/E 0420.41 Charter School Oversight – A [Discussed 09/27/22]	Ginter

OCTOBER 25

Recognition: School Psychology Awareness Week (Nov. 14-18) – A	Calvin
Class of 2023 Graduation Requirements – D	Schnepp
2021-2022 End of Year Data Summary – R	Bassanelli
Variable Term Waivers – A	Oropallo
Assignment of Teachers Outside Regular Base Credential – A	Oropallo
Provisional Internship Permits – A	Oropallo
*Revisions to Board Bylaws – A [Discussed 10/11/22]	Allen/Simlick

NOVEMBER 15 (3rd Tuesday)

WORKSHOP: Katherine Johnson Middle School (Creekside) Environmental Impact Report – A	Camarda
Family and Community Engagement Update – R	Allen
Class of 2023 Graduation Requirements – A [Discussed 10/25/22]	Schnepp
Set Annual Organizational Meeting – A	Board

DECEMBER 13

<u>Board Reception/Swearing-In</u> (before board meeting)	
Annual Organizational Meeting – A	Board
2021-2022 Audit Report – A	Stahlheber
2022-2023 First Interim & Budget/Financial Status Report – A	Stahlheber
Minimum Wage Increase (CSEA, Teamsters) – A	Oropallo
Minimum Wage Increase (Short Term, Temporary) – A	Oropallo
Governance Handbook Annual Update – D/A	Board

JANUARY 10

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

JANUARY 24

- Recognition: 2023 Classified Employees of the Year – A
Recognition: National School Counseling Week (Feb. 6-10) – A
*School Accountability Report Cards (SARCs) – A
*Annual Policy Review [Discussed 01/10/23] – A
- | | | |
|-----------|---|------------|
| BP 3430 | Investing and Debt Management | Oropallo |
| BP 5116.1 | Intradistrict Open Enrollment | Schnepp |
| BP 6145 | Extracurricular/Cocurricular Activities | Bassanelli |
| BP 6020 | Parent Involvement | Simlick |

FEBRUARY 14

- Mid-Year LCAP Update 2022-2023 – R
Choices Charter School Mid-Year LCAP Update 2022-2023 – R
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated ECE) – D
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – D
Notice of Intent to Reduce Classified Positions – D
- | | |
|---|------------|
| Mid-Year LCAP Update 2022-2023 – R | Bassanelli |
| Choices Charter School Mid-Year LCAP Update 2022-2023 – R | Ginter |
| Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D | Oropallo |
| Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated ECE) – D | Oropallo |
| Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – D | Oropallo |
| Notice of Intent to Reduce Classified Positions – D | Oropallo |

FEBRUARY 28

- Recognition: Arts Education Month (March) – A
Recognition: National School Social Work Week (Mar. 5-11) – A
K-8 Schools Update – R
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/14/23]
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/14/23]
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – A [Discussed 02/14/23]
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/14/23]
- | | |
|--|-----------------|
| Recognition: Arts Education Month (March) – A | Townsend-Snider |
| Recognition: National School Social Work Week (Mar. 5-11) – A | Calvin |
| K-8 Schools Update – R | Townsend-Snider |
| Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/14/23] | Oropallo |
| Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/14/23] | Oropallo |
| Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – A [Discussed 02/14/23] | Oropallo |
| Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/14/23] | Oropallo |

MARCH 14

- Second Interim Budget Report – R
Expanded Learning Opportunities Update (Secondary) – R
2023 CSBA Delegate Assembly Election – A
*Consolidated Application, Winter Report 2023 (Part II) – A
- | | |
|---|------------|
| Second Interim Budget Report – R | Stahlheber |
| Expanded Learning Opportunities Update (Secondary) – R | Schnepp |
| 2023 CSBA Delegate Assembly Election – A | Board |
| *Consolidated Application, Winter Report 2023 (Part II) – A | Calvin |

MARCH 28

- Expanded Learning Opportunities Update (Elementary) – R
ECE Update – R
*Head Start and Early Head Start Grant Application 2022-2023 – A
*Audit Report for Measures J, N, P and S – A
- | | |
|--|-----------------|
| Expanded Learning Opportunities Update (Elementary) – R | Townsend-Snider |
| ECE Update – R | Townsend-Snider |
| *Head Start and Early Head Start Grant Application 2022-2023 – A | Townsend-Snider |
| *Audit Report for Measures J, N, P and S – A | Stahlheber |

APRIL 11

- Recognition: Week of the Young Child (Apr. 15-21) – A
Recognition: School Bus Driver's Appreciation Day (Apr. 25) – A
Instructional Materials Adoptions – D
New High School Courses – D
Williams Complaint Report – R
Proposed Board Meeting Dates for 2023-2024 – A
- | | |
|---|-----------------|
| Recognition: Week of the Young Child (Apr. 15-21) – A | Townsend-Snider |
| Recognition: School Bus Driver's Appreciation Day (Apr. 25) – A | Oropallo |
| Instructional Materials Adoptions – D | Schnepp |
| New High School Courses – D | Schnepp |
| Williams Complaint Report – R | Simlick |
| Proposed Board Meeting Dates for 2023-2024 – A | Board |

APRIL 25

- Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 10) – A
Technology Update – R
*Instructional Materials Adoptions – A [Discussed 04/11/23]
*New High School Courses – A [Discussed 04/11/23]
- | | |
|---|-----------|
| Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 10) – A | Calvin |
| Technology Update – R | Skibitzki |
| *Instructional Materials Adoptions – A [Discussed 04/11/23] | Schnepp |
| *New High School Courses – A [Discussed 04/11/23] | Schnepp |

MAY 9

- Recognition: California Day of the Teacher (May 10) – A Oropallo
Recognition: Classified School Employee Week (May 21-27) – A Oropallo
Hearing Officer's Recommendation-2023 RIF (if applicable) – A Simlick
*Approval of CTE 2023 Advisory Committee Roster – A Schnepp
*Head Start/Early Head Start COLA Funding Allocation 2023-2024 – A Townsend-Snider
*Resolution: CSPP Continued Funding Application Designated Personnel 2023-2024 – A Townsend-Snider

MAY 23

- Recognition: National Science Bowl (if applicable) – A Schnepp
Recognition: Science Olympiad (if applicable) – A Schnepp
Recognition: Academic Decathlon (if applicable) – A Schnepp
*Head Start/Early Head Start Contract Resolution FY 2023-2024 – A Townsend-Snider

JUNE 13

- Public Hearing: LCAP – D Bassanelli
Public Hearing: LCAP/Choices Charter School – D Ginter
Universal Prekindergarten Planning and Implementation Update – R Townsend-Snider
Early Literacy Support Block Grant Annual Report – R Townsend-Snider
Public Hearing: Adoption of the 2023-2024 Budget – D Stahlheber
Temporary Interfund Borrowing of Cash – A Stahlheber
*CIF Superintendent Designation of Representatives 2023-2024 – A Schnepp
*ECE Program Self-Evaluation for CDE – A Townsend-Snider

JUNE 27

- California School Dashboard Local Indicators – R Bassanelli
LCAP – A [Public Hearing 06/13/23] Bassanelli
Choices Charter School California School Dashboard Local Indicators – R Ginter
LCAP Choices Charter School – A [Public Hearing 06/13/23] Ginter
Adoption of the 2023-2024 Budget – A [Public Hearing 06/13/23] Stahlheber
*2022-2023 Actuarial Report (OPEB) – A Oropallo
*Charter School 2021-2022 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A Stahlheber
*CARES Act Budget Modification (ECE) – A Townsend-Snider
*2023-2024 School Plan for Student Achievement (SPSAs) – A Calvin

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